



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD

Introduction

The tenants apply to recover their first rent and deposit money for a rental unit that was not habitable to move into.

Neither respondent attended for the hearing within ten minutes after its scheduled start time at 1:30 p.m. on September 25, 2018.. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the tenants and this arbitrator were the only ones who had called into this teleconference during that period.

There exists a form of written tenancy agreement but it is not decipherable. The tenant Ms. K. testifies that the landlord was Mr. P.H. and that the respondent company was added as a respondent because it is the registered owner of the land on which this two bedroom house sits. I am not satisfied that the company was the landlord.

The respondent Mr. H. was served with the Notice of Dispute Resolution Hearing by registered mail (tracking number shown on cover page of this decision). Canada Post records show that the mail went “unclaimed by recipient” as did the tenants’ evidence package, also sent by registered mail (tracking number also shown on cover page of this decision).

A party cannot avoid this process by declining to retrieve his mail. I find that the landlord Mr. P.H. has been duly served.

Ms. K. testifies that in November 2017 the tenants paid Mr. P.H. \$1700.00 for rent and \$650.00 for a security deposit for a tenancy starting December 1, 2017. On December 1, the tenants discovered that the rental unit was without electricity and there was no indication that electricity would be provided in the foreseeable future.

On this undisputed evidence I find that the tenants were entitled to consider the landlord had fundamentally breached the tenancy agreement by failing to provide a rental unit with electrical service and that the tenants were entitled to cancel or repudiate the tenancy agreement. They are entitled to recover the rent and deposit money paid.

I grant the tenants a monetary order against the landlord Mr. P.H. in the amount of \$2350.00 as claimed. There was no filing fee paid.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 25, 2018

Residential Tenancy Branch