



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      MNDCL, FFL

### Introduction

The Landlord filed an Application for Dispute Resolution on January 17, 2023 seeking compensation for monetary loss/other money owed, and reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on September 18, 2023.

Both the Landlord and the Tenant attended the conference call hearing. I explained the process and both parties had the opportunity to ask questions and present testimony during the hearing.

### Preliminary Matter – Landlord’s service of evidence to the Tenant

At the start of the hearing, I reviewed each party’s disclosure of evidence to the other. The Landlord stated they provided their evidence to the Tenant’s previous lawyer. When I reviewed the Landlord’s written explanation in the hearing, the Tenant stated they did not receive this document from the Landlord.

Upon my questioning, the Tenant confirmed that they received a copy of the Notice of Dispute Resolution Proceeding for this matter, and the single piece of the Landlord’s evidence that is a single invoice from an electrician showing the amount of one piece of the Landlord’s claim for compensation.

As set in the *Residential Tenancy Branch Rules of Procedure*, the Applicant bears the responsibility of ensuring service of all pieces of evidence they intend to rely on for this hearing. I find that was not the case here: even though it appears the parties must communicate through counsel, I find the Landlord did not ensure correct and proper

service of all pieces of their evidence to the Tenant as required in this administrative tribunal setting.

I find the Tenant is prejudiced by this lack of service; therefore, I exclude the Landlord's written statement from consideration in this matter. Reviewing the document verbally in the hearing with the Landlord, I confirmed the details of the matter, and the Landlord's statements in that regard stand as testimony which is a form of evidence and part of the record. In this decision I rely on the Landlord's statements in the hearing, when necessary and relevant.

### Issues to be Decided

Is the Landlord entitled to compensation for monetary loss/other money owed, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

### Background and Evidence

Both parties provided a copy of the tenancy agreement in their evidence. The tenancy started on October 20, 2021. The agreement provides basic information on repairs and emergency repairs in line with the *Act*.

In the hearing the Landlord provided that they received communication from the Tenant's then-lawyer, informing them that there was no power in the rental unit. This was on November 7, 2022. The Landlord contacted the utility provider who informed the Landlord that there was no issue with the account, and no recorded power outage.

The Landlord then hired an electrician and attended at the rental unit the following day. According to the Landlord they entered the rental unit to find full electricity; however, one room was without electricity. The electrician found the issue was a tripped breaker, then reset that breaker and showed the Tenant the same.

The Landlord presented an invoice from the electrician, dated October 17, 2022, and showing the customer to be a business entity. When asked to clarify in the hearing, the Landlord stated this was their own place of business. The Landlord seeks

compensation in the amount for this invoice -- \$210 -- with the reason being there was no need to hire an electrician to attend to the rental unit, with a full power outage in fact not being the issue, and a rudimentary electrical issue being relatively easy to resolve.

The Landlord also seeks compensation for their own time in attending to the matter; that is the interruption to their own work and occupation, which at that particular time was a business meeting they had to miss. This amount is \$100.

In summary, the Landlord presented that this expense to them was caused by the misrepresentation by the Tenant; therefore, in fairness to them they should be compensated.

The Tenant prepared a written statement for this hearing, containing the following points:

- the Landlord hired an electrician “on his own accord” – the Tenant did not ask the Landlord to hire an electrician
- the Landlord’s provided invoice is dated October 17 which pre-dates the call on November 7
- it is the Landlord’s responsibility for repairs
- the Landlord’s \$100 “emergency call expense” is not part of the tenancy agreement and the Tenant never agreed to pay this amount.

I reviewed this statement with the Tenant in the hearing to ensure that it was comprehensive from their viewpoint.

In addition to the above two listed amounts, the Landlord seeks reimbursement of the Application filing fee.

### Analysis

A landlord and a tenant’s obligations to repair and maintain a rental unit, and other residential property, are set out in s. 32 of the *Act*. On my review, the tenancy agreement in place between the Landlord and Tenant here reproduces the *Act*.

To be successful in a claim for compensation for damage or loss the Applicant has the burden to provide enough evidence to establish **all of the following four points**:

- That a damage or loss exists;
- That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
- The value of the damage or loss; **and**
- Steps taken, if any, to mitigate the damage or loss.

For this claim for compensation, I find the Landlord did not show that the Tenant violated any part of the *Act* or the tenancy agreement. I find the Landlord bears the responsibility of assessing the nature of the call for repairs – in line with mitigating expenses or other costs the Landlord did not have to hire an electrician to visit. Unfortunately, communication between the parties exists through counsel; I find this makes verification of the nature of needed repairs paramount, and I leave that responsibility with the Landlord. If this was a deliberate misrepresentation by the Tenant, the Landlord did not illustrate that at all in this hearing.

The Tenant did not cause “damage” for which they would normally be responsible to repair. As it turns out, this was not a matter of emergency repairs as provided for in s. 33 of the *Act*. The Landlord did not ascertain the situation fully before hiring an electrician.

For these reasons, I grant no compensation to the Landlord for the electrician’s cost.

The Landlord provided no evidence showing an expense to them for their time involved in answering the call. They provided no details on any time missed from their own occupation in order to address the matter. This was a vague and incomplete claim from the Landlord; therefore, I grant no compensation for this other amount for which the Landlord did not establish the value.

I find the Landlord was not successful in this Application; therefore, I grant no compensation for the Application filing fee.

Conclusion

For the reasons outlined above, I dismiss the Landlord's Application in full, without leave to reapply.

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

Dated: September 19, 2023

---

Residential Tenancy Branch