



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NORTHERN PACIFIC MGMT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: CNR OPR

Introduction:

Only the landlord attended the hearing and gave sworn testimony. The landlord said they served the tenant with a 10 Day Notice to End the Tenancy for non-payment of rent dated August 2, 2017 to be effective August 11, 2017 and received the tenant's Application for Dispute dated July 28, 2017 and an Amendment dated August 8, 2017 by registered mail. The tenant applies pursuant to sections 7, 46 and 67 of *The Residential Tenancy Act* (the Act);

- a) to cancel the Notice to End Tenancy;
- b) For an order that the landlord make emergency repairs pursuant to sections 32 and 33;
- c) Compensation for medication and food loss due to facilities withdrawn (hydro) by the landlord.

Issues:

Is the tenant entitled to any relief?

Has the tenant proved on a balance of probabilities that the landlord by act or neglect caused her to lose hydro resulting in loss of medication and food? If so, to what amount of compensation has she proved entitlement?

Background and Evidence:

The tenant applicant did not attend the hearing. The landlord attended and was given opportunity to be heard, to provide evidence and to make submissions. The landlord said the tenancy began on May 10, 2017, rent is \$1400 a month and a security deposit of \$700 was paid. The landlord's agent testified that the tenant failed to pay the rent for August and was served with a Notice to End the Tenancy on August 2, 2017. The tenant has vacated but there is still outstanding rent. She said they do not need an Order of Possession.

The agent testified that due to a power outage, the tenant lost her power for a few days. The landlord contacted hydro right away on a Friday but they were unable to restore power until the Monday. She said the tenant knew of the problem. When she tried to contact the tenant by telephone, she was unable to get her. She believes the tenant moved out to a friend's home for a few days. She pointed out that the outage was not the landlord's fault and they got the power restored as soon as they could.

Analysis:

The Notice to End a Residential Tenancy is based on non-payment of rent. The Residential Tenancy Act permits a tenant to apply to have the Notice set aside where the tenant disputes that rent is owed or where the amount of rent that is unpaid is an amount the tenant is permitted under this Act to deduct from the rent. Section 26 of the Act provides a tenant must pay their rent on time, whether or not the landlord has fulfilled their obligations under the Act. I find the landlord does not require an Order of Possession as the tenant has vacated.

In respect to the power outage, I find the tenant has not satisfied the onus of proving on a balance of probabilities that the landlord by act or neglect caused the hydro outage and her resulting losses. I dismiss her claim.

In answer to the landlord's query about recovering unpaid rent, I advised them that they must file an application to recover monies owed.

Conclusion:

I dismiss the tenant's application in its entirety without leave to reapply. No filing fee was paid so none is awarded. The landlord does not require an Order of Possession.

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: October 12, 2017

Residential Tenancy Branch