

## **DECISION**

Dispute Codes      CNR, MNR, MNDC, MNSD

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a Monetary Order for the cost of emergency repairs, for money owed or compensation for loss or damage under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement and a Monetary Order to recover the security deposit. At the outset of the hearing the tenant stated that she has moved from the rental property and therefore withdraws her application to cancel the Notice to End Tenancy.

The tenant served the landlord by registered mail on February 01, 2010 with a copy of the Application and Notice of Hearing. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

### Issues(s) to be Decided

- Is the tenant entitled to a Monetary Order for the cost of emergency repairs?
- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the tenant entitled to recover her security deposit?

### Background and Evidence

This tenancy started on July 01, 2008 as a fixed term tenancy which reverted to a month to month tenancy on July 01, 2009. The rent for this property was \$800.00 per month and was due on the 1<sup>st</sup> of each month. The tenant paid a security deposit of \$400.00 on July 15, 2008. The tenant moved from the property on March 06, 2010. The tenant received a Two Month Notice to End Tenancy for the landlords' use of the property on January 12, 2010. She did not dispute this Notice. The tenant received a 10 Day Notice to End Tenancy on January 25, 2010 due to \$800.00 in unpaid rent. The tenant disputed this Notice but has since moved out of the rental property on March 06, 2010.

The tenant claims she withheld rent for emergency repairs. The tenant has not provided any evidence to support what repairs were completed or how much was spent on them. The tenant states that she has this evidence but it is all packed away and she does not have access to it. She has not provided the landlord with any receipts for these repairs.

The tenant seeks a Monetary Order for money owed or compensation for damage or loss under the Act. The tenant has not provided any evidence to support this section of her claim and was unsure of the actual amount she was claiming for at this time.

The tenant seeks the return of her security deposit. The tenant states she has not provided the landlord with her forwarding address in writing at this time as she is staying with friends and does not yet have her own address.

The landlord has submitted documentary evidence which shows how she has dealt with repairs to the property and included letters/e-mails asking the tenant to provide her with receipts for any work she was carried out on the rental property.

### Analysis

I find the tenant has not provided any evidence to support her claim for the cost of emergency repairs. The tenant was unsure how much these costs were as she did not have access to the receipts. I also find pursuant to section 33(5)(b) the tenant has not

provided the landlord with a written account of the emergency repairs or receipts for each amount claimed.

With regard to the tenants claim for money owed or compensation; in this instance the burden of proof is on the claimant to prove the existence of the damage or loss and that it stemmed directly from a violation of the agreement or contravention of the *Act* on the part of the landlord. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. Finally it must be proven that the claimant did everything possible to address the situation and to mitigate the damage or losses that were incurred.

I find that the tenants claim for compensation does not meet all of the components of the above test. The tenant has not submitted any evidence to support her claim.

With regard to the tenants claim for the return of her security deposit; Section 38 (1) states that the landlord must return the tenants security deposit within 15 days after the later of: a) the date the tenancy ends and b) the date the landlord receives the tenants forwarding address in writing. I find the tenant has not provided the landlord with her forwarding address since the end of the tenancy. The tenant is reluctant to give the landlord the address where she currently resides. As a result I find the landlord has not received the tenants forwarding address.

### Conclusion

The tenants' application is dismissed in its entirety with leave to reapply.

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: March 11, 2010.

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Dispute Resolution Officer