

## **DECISION**

Dispute Codes      MNDC, ERP, PSF, AAT, RR, FF

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution for a monetary order and for orders to have the landlord complete emergency repairs, provide services or facilities, to allow the tenant and guests access, and for a rent reduction.

The hearing was conducted via teleconference and was attended by the female tenant and her witness and the landlord's agents.

At the outset of the hearing the tenant confirmed that they have moved out of the rental unit and agreed to exclude from her application the requests to make emergency repairs; provide services or facilities required by law; allow access to the unit for the tenant and the tenants guests; all the tenant to reduce rent for repairs. I accept the tenant's amended application to consider only the portion of the application for compensation for loss or damage.

### Issues(s) to be Decided

The issue to be decided is whether the tenants are entitled to a monetary order for compensation for loss or damage under the Act, regulation or tenancy agreement and to recover the filing fee from the landlords for the cost of the Application for Dispute Resolution, pursuant to sections 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The tenant has submitted into evidence the following documents:

- A summary of issues dated June 2, 2010;
- Correspondence from the tenant to the landlord dated July 12, 2010 regarding the tenants ending the tenancy;
- Several notices from the landlords regarding various items for all tenants such as notices of water shutoffs or contact information for alternate emergency contacts in the landlord's absences;
- Correspondence from the landlord to the tenant dated April 9, 2010, June 13, 2010 and June 16, 2010; and
- 2 photographs of paint peeling from the bathroom ceiling.

The tenant testified that everything was covered in her submissions. She stated that as long term tenants she believes they are entitled to compensation because nothing was ever done to the rental unit. Specifically the tenant elaborated on the ceiling in the bathroom and how the paint was peeling and that there was unhealthy mould under the rippling paint. She also noted that the toilet hasn't worked for 6 months.

The tenant did not provide any evidence or witnesses who confirmed the mould was unhealthy or posed a health risk. The tenant's witness noted that nothing had been done in the rental unit for duration of the tenancy. He noted that things were not in disrepair they were just not updated.

The landlord testified that they had no idea there were any problems in the rental unit because the tenant never identified any problems. The tenant stated she told the tenant every time she saw them and she saw them on a regular basis, she also confirmed that she never put any concerns in writing.

The landlord noted that once they received the Notice of Dispute Resolution hearing documents from the landlord they offered to meet with the tenants to discuss. The tenant acknowledged receiving the offer but noted that "since we were yelling at each other every time we saw each other we thought there was no point". The tenant also noted that they pretty much ignored the landlord.

### Analysis

As stated at the outset of the hearing, in order to be successful in making a claim for compensation for loss or damage under the *Act*, regulation or tenancy agreement the applicant must provide sufficient evidence to show:

1. That a loss or damage exists;
2. That the loss or damage results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the loss or damage; and
4. Steps taken to mitigate the loss or damage.

While the tenant claims the rental unit was not in good repair, other than providing some evidence there was peeling paint on the bathroom ceiling, she has not provided evidence to show that she suffered a loss or damage.

In addition the tenant has failed provide any evidence at all that the landlord is in violation of the *Act*, regulation or tenancy agreement or how they established a value of \$1,500.00 for any damage or loss.

And finally, the tenant has provided no evidence that she reported any problems to the landlord or that the landlord failed to act on those complaints.

Conclusion

From the above analysis, I dismiss the tenant's application, in its entirety, without 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: July 21, 2010.

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Dispute Resolution Officer