



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and two agents for the landlord.

Issues(s) to be Decided

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

Background and Evidence

The tenancy began in February 2007 as a month to month tenancy for a monthly rent, at the end of the tenancy, of \$745.00 due on the 1st of the month and a security deposit of \$360.00 was paid. The tenancy ended on June 30, 2010 and the parties confirm the security deposit was returned in full.

The tenant contends that as a result of the landlord's and other tenants' treatment of her she felt unwelcome in the residential property. The tenant contends that other tenants bothered her because she had complained about them smoking by the front door and she had called the police regarding people parking illegally on the street in front of the residential property.

The tenant testified that in the fall of 2009 the landlord issued her a notice to end tenancy and that after she applied to have the notice cancelled the notice was cancelled by a decision dated December 3, 2009.

The tenant notes that at that time she told the Dispute Resolution Officer that she was not willing to move at that time but intended to move out in June 2010. Before May 31, 2010 the tenant gave notice to end the tenancy with an effective date of June 30, 2010.

The tenant also noted in her documentary evidence that she ended a call with the landlord's agent on April 26, 2010 indicating that the agent was yelling at the tenant about a message she had left regarding installing locks on her rental unit door and repairs to the front door of the building.

She further notes that the fridge leaked and needed repair or replacement. The tenant also states in the document that the agent had made other repairs in the kitchen and apartment but the tenant was not happy with the results.

The tenant believes that she was mistreated by the landlords as a result of her disability and believes that she has been discriminated against throughout the tenancy by the landlords and their agents.

Analysis

The burden of proof in application for compensation for damage or loss is on the applicant and when faced with contrary testimony from the parties, it is difficult for a third party to come in to resolve the matters. As such dispute testimony must be corroborated by documentary evidence and witness testimony. The tenant has provided no witnesses and little documentary evidence to support her claims.

To be successful in an application that claims for compensation for damage or loss under the *Act*, regulation or tenancy agreement the applicant must provide sufficient evidence to prove the following four points:

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

I accept that the tenant has established that she has suffered a financial loss and the value of that loss is the cost of moving her household belongings to a new residential property in the amount of \$696.75. This cost is confirmed by the receipt the tenant has submitted from her movers.

I accept that the tenant provided the landlord with an appropriate notice to end the tenancy on June 30, 2010. I find, however, the tenant has failed to provide any evidence that she made attempts to change the circumstances or mitigate her loss by either submitting written requests to the landlord, providing the landlord sufficient to correct issues, or filing any applications for dispute resolution against the landlords.

In fact, the tenant comments in her written submission that the landlord was making repairs but that she wasn't satisfied with the work. And while the tenant contends that her interactions with the landlord's agent were met with an "unwelcoming manner" this does not constitute a violation of the *Act*, regulation or tenancy agreement.

Conclusion

Based on the findings above, 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: September 08, 2010.

Dispute Resolution Officer