

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with the tenant's application pursuant to section 67 of the *Residential Tenancy Act* (the *Act*) for a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement.

The landlord did not attend the hearing. The tenant attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The tenant testified that he handed the landlord a copy of his application for dispute resolution package on June 10, 2010. I am satisfied that the tenant served the landlord with notice of his application for dispute resolution in accordance with the *Act*.

Issues(s) to be Decided

Is the tenant entitled to a monetary order for loss under the *Act*?

Background and Evidence

The tenant said that he moved into the rental premises on November 1, 2009. He said that rent was set at \$375.00 in this month-to-month tenancy, payable on the first of each month. He said that the Income Assistance (IA) Office paid his rent directly to the landlord. He testified that he vacated the rental premises on or about April 5, 2010.

He testified that the IA Office mistakenly sent a rent cheque to the landlord for June 2010, after he left the rental premises. The tenant applied for a monetary order for the \$375.00 paid to the landlord for June 2010.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, a Dispute Resolution Officer may determine the amount of that damage or loss and order

that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

Other than his sworn testimony, the tenant did not present any other evidence to support his application for a monetary Order. He did not present written evidence regarding any notice to end tenancy issued by him or the landlord. He did not submit written evidence to confirm the date when he discontinued this tenancy. He did not provide any documentation from the IA Office regarding the payments it made on his behalf during this tenancy. He did not present evidence regarding where he was living after he left the rental premises or when he moved there. Without any of this information, I am not satisfied that the tenant has met the burden of proof required to demonstrate his entitlement to a monetary order.

Conclusion

I dismiss the tenant's application for a monetary Order.

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*.