



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MNDC

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$25,000.00

Background and Evidence

The applicant testified that:

- On August 15, 2010 the landlords move me out of my residence without my consent and against my will.
- My belongings were packed by four individuals, put out on the sidewalk, then loaded in a truck and moved to another residence.
- The landlord at the new residence was given my damage deposit, again without my permission.
- The new residence was much smaller and therefore some of my furniture would not fit and after, some coercion, it was taken to a local charity, again against my will.
- As I had no ability to have my mail delivered at my new residence, I have also had to pay to have my mail held at Canada Post in Aldergrove.

- This whole incident was a very stressful and therefore I am requesting the return of my security deposit of \$300.00, and a further \$24,700.00 for pain and suffering, for a total order of \$25,000.00

The respondent testified that:

- It was the tenant's decision to vacate and it was the tenant who found the new rental unit.
- The tenant also requested that we give a good reference to the new landlord,(which we did), and that we transfer his security deposit to the new landlord.
- The tenant packed his own belongings into boxes, and asked us to help him move and so we did.
- We not only help him move, we help him unpack in his new residence.
- When the tenant moved out he still owed the full rent for June 2010, July 2010, and August 2010 and at that time was still promising to pay it.
- We thought we had a good relationship with the tenant and therefore were very surprised to receive this claim and we believe the applicant has filed this fraudulent claim to extort money and to avoid paying the outstanding rent that he owes.

In response to the landlord's testimony the tenant testified that:

- He does not owe any back rent, as the June 2010, July 2010, and August 2010 rent's was paid by his co-tenant.
- He is not attempting to extort money or avoid any obligations; he simply wants to be compensated for the extensive pain-and-suffering caused by the landlords.

Analysis

It is my decision that the applicant has not met the burden of proving any of his claims against the landlord.



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The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

In this case the applicant has supplied no corroborating evidence or witness testimony, and therefore it is basically the applicant's word against that of the respondent and that is not sufficient proof.

It is also my decision that I prefer the testimony of the landlord in this case, as I find their version of events far more plausible.

Had the landlords actually forced the tenant to move and physically removed his belongings to another location, I find it very unlikely that the tenant would have waited from August 15, 2010 until October 29, 2010 (2 ½ months), to apply for dispute resolution.

Conclusion

This application is dismissed in full without leave to reapply.

The filing fee for this application had been previously waived, however since this application has been dismissed, I order that the applicant repay the \$100.00 filing fee to the Director of the Residential Tenancy Branch.

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: November 24, 2010.

Dispute Resolution Officer