



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC,ERP,LRE, LAT, FF

### Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act, regulations or tenancy agreement, to make repairs to the rental unit, to suspend or make conditions on the landlord's right to enter the rental unit and to authorize a change to the locks to the rental unit. The filing fee for this proceeding was waived for the applicant.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery November 29, 2010. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

At the start of the conference call the Tenant said he had moved out on December 1, 2010 and as a result he would withdraw the applications to make repairs to the unit, suspend or make conditions on the landlord's right to enter to the rental unit and to change the locks on the rental unit. The application was amended at the hearing and the Landlord agreed.

It should be noted that the Tenant's cell phone ran out of power which resulted in him leaving the conference call after he gave his testimony at approximately 1: 40 p.m., December 15, 2010. He did not return to the conference call which ended at approximately 2:05 p.m. December 15, 2010.

### Issues(s) to be Decided

1. Is the Tenant entitled to compensation and if so how much?

### Background and Evidence

This tenancy started on November 1, 2010 as a month to month tenancy. Rent was \$450.00 a month and utilities were \$50.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$225.00 in the first part of November, 2010. The tenant said he moved out December 1, 2010. The Landlord said the Tenant moved out December 4, 2010 and has not returned the keys or given the Landlord a forwarding address in writing.

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The Tenant said he has applied for the return of two month's rent November, \$450.00 and December, \$450.00 less \$10.00 which is unpaid as the Landlord did not provide heat to his room, there was no door on the room and the windows were old so the cold came through the glass. He said as the Landlord did not provide these services so he should get his rent back.

The Landlord said she lives in the house as well and she said there is no issue with the heat. The occupants of the house turn the heat down when they go out, but each tenant has a portable heater for their room and they all have access to the heat controls of the house. The Tenant was given a supplemental tower heater which he did not use because he preferred an old circular type heater. The Landlord said she was concerned about the circular heater as it was not safe if left on with no one in the room or house.

The Landlord continued to say there was a plywood door on the stairs leading to the Tenant's room, but there was no door at the room. She continued to say the Tenant's room was the only room the stairs went to. As well, the Landlord said the Tenant rented the room with the door and windows as is and there was no discussion of changing the windows.

In addition the Landlord said that the Tenant owes \$10.00 of unpaid rent for December and Utilities for part of November and December, 2010. She said she would like to give the Tenant the utility costs when he returns the keys for the rental unit to her.

The Landlord said the Tenant did not give her a Notice to End Tenancy and she does not have a forwarding address for the Tenant.

## Analysis

There was a considerable amount of contradictory testimony during the Conference call as to the state on repair of the unit and the amount of rent and utilities paid. The Landlord said the Tenant's unit has heat and a door; the Tenant said the unit is cold and doesn't have a door. The Landlord and Tenant did not agree on the amount of utilities that are unpaid and the Landlord said she doesn't have the final utility bills as of yet. Neither the Landlord nor the Tenant provided any corroborating evidence to support their claims.

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As a result, 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. I find the Tenant's application is dismissed with leave to reapply for lack of evidence to establish his claim.

## Conclusion

The Tenant's application is dismissed with leave to reply.

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*.

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