

DECISION

Dispute Codes MNDC, ERP, LAT, RP, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties participated in the conference call hearing. Both parties gave affirmed testimony.

Issues to be Decided

Is the tenant entitled to a monetary order for compensation?

Background and Evidence

The tenancy began on or about Oct 1, 2010. Rent in the amount of \$950.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$450.00. The Tenancy ended by mutual agreement on February 28, 2011. The tenant gave evidence that she was seeking compensation for having limited use to the laundry facilities, poor lighting on the exterior of the property, electrical breakers that kept ‘tripping’, the cost of taking some items to be cleaned at the Laundromat, the cost to have a moving truck move her belongings, the 100.00 deducted from her security deposit, the equivalent of two months worth of rent as the tenant put it, for her “trouble”, and the filing fee for a total of \$2513.60

The landlord gave testimony that disputed each claim that the tenant made. Both parties submitted some documentary evidence that was not useful or relevant. The tenant was unable to provide any receipts of the costs incurred or any documented proof of the “trouble” she endured. The tenant contradicted herself by signing and agreeing with the move out inspection report that \$100.00 should be deducted and agreed to the cleaning

and damages the landlord was claiming. When asked why she signed this, she offered that she “had the kids with her and it was taking like an hour and I was getting frustrated”. Through her own testimony she would initially deny what the landlord testified to, then would change her testimony, agree with what the landlord had said but offered a reason why she had breached the tenancy agreement with the landlord. She also made errors on dates and times of events that the landlord would correct, and she would agree to. I find the tenants testimony unreliable.

Analysis

As explained to the parties during the hearing, the onus or burden of proof is on the party making the application, in this case the tenant. The tenant was unable to provide proof of any of her claims.

Conclusion

I dismiss the tenant’s application.

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: March 11, 2011.

Residential Tenancy Branch

