



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, ERP, O

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order and an order to have the landlord make emergency repairs.

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

The tenant confirmed that the tenancy between these parties ended in June 2009 and as such seeking an order to have the landlord make emergency repairs is not required, I have amended the tenant's application to exclude this matter.

The tenant clarified that the "other" item she checked off on the Application is for compensation for her rent at a different location than the rental unit.

Issue(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, pursuant to Sections 32, 67, and 72 of the *Act*.

Background and Evidence

The parties entered into a tenancy agreement on May 26, 2009 for a tenancy beginning on June 1, 2009 for a monthly rent of \$1,100.00. The tenant testified that she paid rent for June on May 26, 2009 but she never moved into the rental unit.

The tenant testified that she did not move into the rental unit because while she had agreed to do some work to fix up the rental unit, the landlord failed to clean or make repairs to the rental unit that made it suitable for occupation.

The tenant further testified that she had spoken with the landlord several times to try and get him to make the repairs but he failed to do so. She states that, on the advice of

the Residential Tenancy Branch, she wrote the landlord a letter on June 13, 2009 and gave the landlord until June 15, 2009 to complete the repairs and requested the return of ½ a month's rent for June 2009.

When the landlord failed to make the repairs the tenant stated she found a new rental unit to move into. The tenant also stated that she stayed at friends place for the first couple of days in June and then rented a unit for the balance of June 2009 and found alternate accommodation for July 2009.

The tenant seeks compensation in the form of the return of rent from the landlord (\$1,100); the payment of rent at an alternate location (\$1,000); for storage costs incurred as a result (\$162.75).

The tenant testified that she had pictures of the work that she had completed on the rental unit and of the general conditions of the unit at the time of the tenancy. The tenant did not submit any photographic evidence.

The landlord testified that he never heard from the tenant after entering into the tenancy agreement until June 18 or 19 2009 when she called saying that she was in Vancouver dealing with a family emergency and that she would not be moving in to the rental.

Analysis

To be successful in a claim for compensation for damages or loss the burden is on the applicant to provide sufficient evidence to establish the following 4 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 steps taken, if any, taken to mitigate any loss.

I accept, based on the documentary evidence, the tenant may have paid rent for two different locations for the month of June 2009 and put her belongings in storage for the same month.

Section 32 requires a landlord to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard for the age, character and location of the rental unit makes it suitable for occupation by a tenant.

However, faced with contradictory testimony from both parties and the absence of any photographic or other documentary evidence of the condition of the residential property, I find the tenant has not provided sufficient evidence to establish the landlord's failed to comply with Section 32 or any other section of the *Act*. As such, the tenant has failed to establish that any costs incurred result from a violation of the *Act*, regulation or tenancy agreement.

Conclusion

For the reasons noted 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: July 29, 2011.

Residential Tenancy Branch