



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenants to obtain a Monetary Order for compensation for damage or loss under the Act, regulation, or tenancy agreement and to recover the cost of the filing fee from the Landlords for this application.

Service of the hearing documents, by the Tenants to the Landlords, was done in accordance with section 89 of the *Act*, sent via registered mail on January 19, 2012. Mail receipt numbers were provided in the Tenants' evidence. Based on the submissions of the Tenants I find the Landlords were sufficiently served notice of this proceeding.

The Tenant appeared at the teleconference hearing and gave affirmed testimony.

Issue(s) to be Decided

1. Have the Landlords breached the *Residential Tenancy Act* (the Act), regulation or tenancy agreement?
2. If so, have the Tenants met the burden of proof to obtain a monetary order as a result of that breach, pursuant to sections 7 and 67 of the Act?

Background and Evidence

During the hearing the Tenant was given the opportunity to provide their evidence orally and to ask questions. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

The Tenant affirmed they entered into a written month to month tenancy agreement with the Landlords that began on February 15, 2011 and ended November 30, 2011. Rent was payable on the first of each month in the amount of \$1,050.00 and on or before February 15, 2011 the Tenants paid \$500.00 as the security deposit.

The Tenant confirmed they did not submit documentary evidence in support of their claim. He stated “we didn’t just move out, we bought a house” and confirmed he provided notice to end their tenancy on October 2, 2011. They had initially requested to end the tenancy as of October 31, 2011 however they were required to continue the tenancy until November 30, 2011.

The Tenant stated that their tenancy agreement included laundry services which were not provided during the course of their tenancy. He is seeking \$2,000.00 as compensation for being without laundry services as they averaged \$50.00 per week at the laundry mat for the ten months of their tenancy. When asked why he did not seek dispute resolution sooner the Tenant advised he was not aware of this process until after they moved out.

When asked what was written on the tenancy agreement for items included in rent the Tenant advised he did not have a copy of the tenancy agreement with him during the hearing however he recalls the rent including parking and laundry facilities.

Analysis

I have carefully considered the aforementioned and the documentary evidence which included a copy of the registered mail receipt and the Tenants’ application for dispute resolution.

A party who makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided for in sections 7 and 67 of the *Residential Tenancy Act*. Accordingly an applicant must prove the following when seeking such awards:

1. The other party violated the Act, regulation, or tenancy agreement; and
2. The violation caused the applicant to incur damage(s) and/or loss(es) as a result of the violation; and
3. The value of the loss; and
4. The party making the application did whatever was reasonable to minimize the damage or loss.

The Tenants are seeking monetary compensation claiming the Landlords have breached their tenancy agreement by not providing laundry services. However, the Tenants did not provide evidence in support of their claim such as a copy of their

tenancy agreement or proof of costs incurred for laundry services. Furthermore, the Tenants rely on not knowing the tenancy Legislation for not seeking a remedy sooner to minimize their loss.

The hearing package contains instructions on evidence and the deadlines to submit evidence, as does the Notice of Hearing provided to the Tenant. In this case, I find the written tenancy agreement is not a mere technicality. In fact, it is hard to imagine another document being more relevant or material to the Tenants' claim, in particular when they are seeking monetary compensation due to a breach of this document.

The responsibility of proving a claim is on the person making the claim. Based on the aforementioned, I find there to be insufficient evidence to prove the test for damage or loss as listed above.

Conclusion

I HEREBY DISMISS the Tenants' 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 13, 2012.

Residential Tenancy Branch