



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This matter dealt with an application by the Tenant for monetary compensation for loss or damage under the Act, regulations or tenancy agreement and to recover the filing fee for this proceeding.

The Tenants said they served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on February 16, 2012. The Tenant said the hearing package was returned by the post office as refused by the Landlord. Based on the evidence of the Tenant, I find that the Landlords were served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlords’ absence.

Issues(s) to be Decided

1. Is there loss or damage to the Tenants and if so how much?
2. Is the Tenant entitled to compensation for the loss or damage and if so how much?

Background and Evidence

This tenancy started in June 1990 as a month to month tenancy. Rent is \$335.00 per month payable on the first of each month.

The Tenant said he has been having issues with the Landlord since the start of the tenancy. The Tenant said the issues include non compliance with previous Residential Tenancy Branch orders, intermittent sewer and water issues, poor road conditions in the park, dog bylaws, and harassment of the Tenant by the Landlord and the Landlord’s associates. The Tenant continued to say that these complaints have been ongoing since the tenancy started, but his main concern over the last couple of years are the intermittent sewer and water services and the harassment issues. The Tenant said he has had no water or sewer services on the following days over the last 2 years:

December, 2010, 3 weeks of no water
January 3 and 10, 2011 no water
March 12 and 18, 2011 no water
April 2, 10, 23, 24, 30, 2011 no water

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Office of Housing and Construction Standards

May 1, 24, 25, 29, 30, 2011 no water
June 6, 18, 22, 2011 no water
October 7, 15, 16, 22, 26, 2011 no water and low pressure for 3 weeks
March 3, 6, 7, 2012 no water

The Tenant said the situation is untenable because he doesn't know if he will have water or not and if there will be pressure or not and if the water quality is fit for human consumption. The Tenant said he included a copy of an email dated November 24, 2010 from the Interior Health Unit that the Tenant says confirms the water and sewer issues. The Tenant also said the Landlord has done some work on the water system recently which included a new larger pump and cleaning the holding tanks. The Tenant said he is not sure if this will make a difference in the water service or not.

The Tenant continued to say that he has not been elected to represent the Tenants of the Manufactured Home Park, but he did submit a copy of a note with concerns about the Manufactured Home Park, which he said is signed by 18 other tenants. The copy of the note is signed on a different page than the concerns are written on and there is no way to tell if the signatures are in support of the note or are signed for some other reason. The Tenant said he understood that this could be a problem and he said he did not have any witnesses to testify that they signed the note in support of the concerns.

The Tenant continued to say the Landlord has harassed him on many occasions and the Tenant said there are police reports, but the Tenant did not submit any of the police reports into evidence.

The Tenant said his application is for monetary compensation in the amount of \$5,000.00 for lack of services (water and sewer) and harassment that he has experienced over the full term of his tenancy. The Tenant said he arrived at the amount of \$5,000.00 because that was the maximum amount allowed with a filing fee of \$50.00, which he paid.

Analysis

For an applicant to be successful in a monetary the applicant must prove that damage or loss actually exists, prove the damage or loss was solely because of the actions or neglect of the respondent in violation of the Act, the applicant must verify the amount of the loss or damage and the applicant must prove that they tried to mitigate or minimize the loss or damage.

In this situation the Tenant has shown that he has experienced problems and issues in this tenancy. However the Tenant has not provided any corroborating evidence to support his claims. The signatures of the other tenants are on a separate page to the concerns that the Tenant wrote about and none of the tenants who signed the page gave witness testimony that they concurred with the concerns about the Manufactured Home Park. As well, the emails are partially blacked out therefore the information is not complete or conclusive about the water issues at the Park. With regard to the water outages that the Tenant is claiming it is only the Tenant's word with no corroborating evidence or witness testimony to support the Tenant's claim. The burden of proving a claim lies with the applicant and when it is just the applicant's word that burden of proof is not met. The Tenant has not established grounds to prove the claims in his application. Consequently, I dismiss the Tenants' application for monetary compensation of \$5,000.0 with leave to reapply. .

As the Tenant has not been successful in this matter I order the Tenant to bear the cost of the filing fee of \$50.00 which he has already paid.

Conclusion

The Tenant's application is dismissed with 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*.

Dispute Resolution Officer