



# 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 by the tenant seeking compensation for loss or damage suffered under the Act, the regulations or the tenancy agreement. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to a monetary order?

### Background and Evidence

The tenancy began on or about September 1, 2011 for a one year term. 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 \$465.00.

The tenant gave the following testimony; is seeking monetary compensation in the amount of \$7625.00 for the theft of her personal items from her storage locker, break in of her vehicle, break in of her mailbox, recover the costs of renting an offsite storage locker, recover the costs of renting an offsite mailbox, pain, suffering, and stress due to this incidences, feels the landlord has not complied with the Act by not ensuring the right to quiet enjoyment and failure to take reasonable steps to correct the situation.

The landlord gave the following testimony; disputes that the tenant is entitled to any compensation, landlord feels the tenancy agreement clearly outlines that a tenant should have contents insurance, the landlord made it clear to the tenant upon move in

that the tenant should not store valuables in the storage locker unless they had insurance for them, has hired a security company to patrol the building, replaced many of the damaged mailboxes, using Canada Post approved mailboxes, all access doors to the building have locks; some with deadbolts, and feels the landlord has responded to the tenant's complaints and mitigated to the best of their ability.

### Analysis

Both parties supplied documentary evidence for this hearing and were considered when making a decision.

The tenant is seeking a monetary order for the recovery of the following; \$235.20 for the rental of an offsite mailbox, \$53.20 for the rental of a bank safety deposit box, \$238.00 for the rental of an offsite storage unit and insurance, \$2397.00 for the replacement of the loss of some camping gear, a bike, snowboard equipment, and some outdoor gear, and \$4700.00 for the pain, stress and suffering for this matter.

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, the tenant must prove their claim. When one party provides evidence of the facts in one way, and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

As the tenant is the applicant in this matter and is responsible for proving her case; the tenant must prove there has been a substantial interference with the ordinary and lawful enjoyment of the premises by the landlords actions that rendered the premises unfit for occupancy for the purposes for which they were leased.

Based on all the evidence before me I am not satisfied that the tenant has proven their claim for the following reasons; the tenant has not been able to provide sufficient evidence that the landlord was negligent in their actions; I find the contrary to be true.

The landlord has hired a security company to enhance security, working with local police to report all incidents, replaced many locks throughout the building, replaced mailboxes, evicted tenants that were causing problems, all exterior doors have locks on them and requires a key to gain entry, and making all reasonable efforts to mitigate any damage or loss towards the tenants or the property. All the events described by the tenant occurred in common areas where all tenants of this 54 unit complex have access to. The tenant acknowledged that her suite has never been broken into. In addition the landlord provided a signed a tenancy agreement that outlines the clause that tenants should maintain sufficient contents insurance. I asked the tenant if she was aware of that clause and her response was "I wasn't at the time but now I am". The tenant signed and initialled all clauses in the agreement including that one at the time of move in.

I dismiss the tenant's application in its entirety.

#### Conclusion

The tenant's application is dismissed 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: May 23, 2012.

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Residential Tenancy Branch