



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC, FF, RR

Introduction

This hearing was convened in response to an application filed by the tenant seeking money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to recover the filing fee. In the hearing the tenant clarified their claim that they sought to reduce the rent for any monetary relief awarded.

Both parties attended the hearing and were each given opportunity to discuss their dispute, present relevant evidence, make relevant submissions, and provide relevant testimony. Prior to concluding the hearing both parties acknowledged they had presented all of the *relevant* evidence that they wished to present.

Issue(s) to be determined

Is the tenant entitled to the monetary amounts claimed?

Background and Evidence

The undisputed evidence in this matter is that the tenancy began in 2011 as a fixed term lease ending in August 2012. The parties both agree that the refrigerator in the rental unit became non-functioning on April 27, 2012 and that it remained non-functioning for at least one week. As a result, the tenant seeks compensation for the spoiled food in the refrigerator upon which the tenant places a nominal value of \$100.00; and, the landlord acknowledges their willingness to compensate the tenant for the spoiled food. The parties also both agree that the landlord broke a mirror belonging to the tenant. The tenant seeks compensation for the broken mirror upon which they place a value of \$16.78; and, the landlord acknowledges their willingness to compensate the tenant for this very amount. The tenant orally testified as to the contents within the refrigerator and freezer at the time it became non-functioning and testified as to their approximate value, and that their estimates were conservative – at least in the value of \$100.00. The landlord determined the claimed value to be less.

In addition, the tenant and landlord discussed their ongoing acrimonious landlord-tenant relationship, and each party agreed to comply with their respective rights and responsibilities, and the laws respecting residential tenancies. Both parties were advised to consult with the Residential Tenancy Branch in the event of future disputes between the parties.

Analysis

In this matter the burden of proving claims of loss and damage rests on the claimant (tenant) who must establish, on a balance of probabilities that they have suffered a loss due to the landlord's failure to comply with the Act, regulation or tenancy agreement.

On preponderance of the evidence, and on reflection of the testimony by both parties, I accept the landlord's acknowledgement that they are responsible to compensate the tenant, and, that the tenant is owed compensation, for a quantum of spoiled food and for a mirror.

On balance of probabilities, I find the tenant's claim for \$100.00 for spoiled food to be a reasonable value for the contents of the average refrigerator/ freezer. I grant the tenant the amount of **\$100.00**. I further find that the evidence in this matter supports the tenant is owed **\$16.78** for a broken mirror.

As the tenant was successful in their claim, I find the tenant is also entitled to recovery of the **\$50** filing fee, for a total entitlement of **\$166.78**.

Conclusion

The tenant's application **is allowed**.

I Order that the tenant may deduct **\$166.78** from a future rent in full satisfaction of the award.

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: June 06, 2012

Residential Tenancy Branch