



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested compensation for damage or loss under the Act.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony evidence and to make submissions during the hearing.

Preliminary Matters

The tenant requested an adjournment so that she could prepare for the hearing. The tenant had not submitted any evidence in support of her \$25,000.00 claim for compensation and stated that she was busy; distracted by other issues and that she could obtain a doctor's note. The tenant said she did not understand the rules of evidence and that she required more time.

Residential Tenancy Branch Rules of Procedure set out factors that should be considered when a request for adjournment is made. One of those factors is whether the need for an adjournment is the result of neglect of the party seeking the adjournment.

I determined that the applicant had made her application on May 16, 2012. She had ample opportunity to prepare her claim, to obtain documents in support of her claim and to serve the landlord and the Residential Tenancy Branch evidence, within the required time frames. The fact that the tenant did not review the Notice of Hearing, dated May 16, 2012, which sets out the applicant's responsibilities, does not support a request for adjournment. The hearing proceeded and the tenant was at liberty to make oral submissions.

The landlord did not supply any written submissions.

Issue(s) to be Decided

Is the tenant entitled to compensation in the sum of \$25,000.00 as the result of falling on the rental unit deck?

Background and Evidence

The tenancy commenced on August 15, 2011; the tenant remains in the unit.

On April 13, 2012, the tenant slipped and fell on the deck. She would usually put salt on the deck but on that day she neglected to do so and fell. The tenant broke her tailbone.

The tenant is claiming \$25,000.00 for loss of wages and for injury.

The tenant supplied no evidence of a loss; no documentation in relation to loss of wages or any other financial loss was supplied by the tenant.

Analysis

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

In the absence of evidence in support of any financial loss the tenant has claimed, I find that the application is dismissed. The tenant did not supply any evidence in support of the claim for compensation, despite having had ample opportunity to make those submissions. Even if the tenant had proved the landlord had breached the Act, the absence of any verification of the amount claimed would result in dismissal of the application.

Conclusion

The application is dismissed.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 17, 2012.

Residential Tenancy Branch