



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDS

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for return of a security deposit and for compensation for loss under the Act.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

### Preliminary Issue

The tenant's application was amended to include a claim for monetary compensation for a utility bill.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for the return of a security deposit?

Is the tenant entitled to a monetary order for compensation for utilities?

### Background and Evidence

The tenancy began on July 5, 2012. Rent in the amount of \$600.00 was payable on the first of each month. A security deposit of \$300.00 was paid by the tenant. The tenancy ended on August 14, 2012.

On August 24, 2012, the parties appeared at a dispute resolution *hearing*, the Dispute Resolution Officer at that hearing granted the landlord an order of possession which was effective immediately.

The tenant testified the landlord has returned \$250.00 from the security deposit. The tenant stated she gave the landlord written permission to retain \$50.00, but no longer agrees with that amount and seeks to have it returned.

The tenant testified that she is seeking the return of August, 2012, rent as she was not living in the unit after August 4, 2012.

The tenant testified she is seeking to recover the cost of her hydro bill in the amount of \$86.26, as the hydro bill was higher than normal due to a dehumidifier being placed in the rental unit because someone placed a water hose through the window and turned the water on.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows,

To prove a loss and have one party pay for the loss requires the other party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

The tenant has the burden of proof to prove a violation of the Act by the landlord and a corresponding loss.

In this case, the tenant is seeking the return of \$50.00 from the security deposit. The tenant gave the landlord written permission to retain that amount. I find the tenant has failed to prove a loss exists or that the landlord has violated the Act. Therefore, the tenant's claim for the return of the \$50.00 security deposit is dismissed.

The tenant is seeking the return of August 2012, rent. The parties were at a dispute resolution hearing on August 24, 2012. On that day the landlord was given an order of possession as the tenant was still occupying the unit with her belongings. The landlord was entitled to receive and keep rent for August 2012. I find the tenant has failed to prove a loss exists or that the landlord has violated the Act. Therefore, the tenant's claim for the return of August 2012, rent is dismissed.

The tenant is seeking compensation for a hydro bill, as the consumption of the power was higher for August 2012, due to a dehumidifier being placed in the unit because someone maliciously placed a water hose through the window. This loss was not due to

the action or neglect of the landlord. I find the tenant has failed to prove the landlord has violated the Act. Therefore, the tenant's claim to recover the cost of the utility bill is dismissed.

The tenant's application has no merit; it is frivolous and is an abuse of the dispute resolution process.

### Conclusion

The tenant's application is dismissed.

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: November 09, 2012.

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Residential Tenancy Branch