



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The parties appeared at the teleconference hearing and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally and respond to each other's testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Should the Tenant be granted a Monetary Order?

Background and Evidence

The parties agreed the month to month tenancy began sometime in January 2010 and ended September 30, 2010. Rent was payable on or before the first of each month in the amount of \$715.00.

The Tenant confirmed she did not submit evidence in support of her claim. She stated she received the notice to pick up the registered mail package but she has not gone out to get it because of the weather.

The Landlord submitted 19 pages of documentary evidence which included, among other things, copies of: her written statement; e-mail communication between the Landlord and Tenant; photos of the rental unit; and utility bills during, before, and after the dates of the tenancy.

The Tenant advised she waited two years to file her claim because she has been ill. She clarified that she is seeking \$3,217.50, an amount equal to half of her rent, because she felt the room was not worth \$715.00 per month. She later confirmed she had a room, a little kitchen area, a bathroom and had limited access to the locked laundry room that had a paid washer and dryer. The Tenant advised that her friend saw the place while she was in the hospital and that she was later shown the upstairs and the rental unit prior to agreeing to move in.

The Tenant argued that she had to purchase a television, hot plate, and a toaster during her stay so she feels she should be compensated for those items as well.

The Landlord and Agent stated that their written submission covers everything they would like to submit to dispute the Tenant's claim. The Landlord noted that her photographs clearly show that the rental unit is more than one bedroom.

Analysis

A party who makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided for in sections 7 and 67 of the *Residential Tenancy Act*. Accordingly an applicant must prove the following when seeking such awards:

1. The other party violated the Act, regulation, or tenancy agreement; and
2. The violation caused the applicant to incur damage(s) and/or loss(es) as a result of the violation; and
3. The value of the loss; and
4. The party making the application did whatever was reasonable to minimize the damage or loss.

In this case the Tenant bears the burden to prove her claim. In the absence of documentary evidence from the Tenant I must make my decision based on her oral submission and her application for dispute resolution.

The Tenant argued her tenancy was not worth the price being charged; however she confirmed she saw the unit before agreeing to move in and before agreeing to pay the \$715.00 each month for rent. Furthermore, she wants compensation for having to purchase items which the Landlord said, in her written submission, were broken by the Tenant.

I find there to be insufficient evidence to prove the Tenant's claim for the following reasons:

- There is no evidence which indicates the Landlord breached the Act; and
- There is no evidence that any violation of the Act cause the Tenant to suffer a loss; and
- There is no evidence to prove the actual cost of the alleged loss; and
- There is no evidence to prove the Tenant did what was reasonable to minimize any loss she may have suffered.

Accordingly, I dismiss the Tenant's claim.

Conclusion

I HEREBY DISMISS the Tenant's claim, without leave to reapply.

I note that because this tenancy ended September 30, 2010, the time period to file any future claims in relation to this tenancy has now expired, pursuant to section 60 of the Act.

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: December 19, 2012.

Residential Tenancy Branch