



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 the tenant's Application for Dispute Resolution seeking a monetary order. The hearing was conducted via teleconference and was attended by the tenant and the landlord's agent.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for damage or loss, pursuant to Sections 28, 67 and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy began January 1, 2012 as a month to month tenancy for a monthly rent of \$550.00 due on the 1st of each month with a security deposit of \$275.00 paid. The parties also agree the tenancy ended on August 1, 2012.

The tenant submits that he had been complaining to the landlord about load noises in the common area as early as February 2012 and once he did the agent for the landlord began harassing him by spitting at him; placing garbage and a dead animal at his doorstep.

The tenant testified that this activity became so unbearable that he did not live in the rental unit for the months of July and August. He states he stayed with a friend during this period. The tenant seeks compensation in the amount of \$1,100.00; the equivalent of 2 month's rent.

The tenant submits that he had been advised that his hydro would be about \$20.00 per month and when he received his bill (submitted into evidence) it was for \$170.13. He states he spoke with the landlord who had connected a heater in another unit on the residential property to his meter and that the landlord then changed this back. The tenant seeks compensation in the amount of \$284.00.

The landlord's agent denies harassing the tenant on any occasion and states that he was not aware of any re-routing of electrical or heating issues.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

In the case of verbal testimony, I find that where testimony is clear and both the landlord and tenant agree on events, there is no reason why such testimony cannot be upon. However when the parties disagree with what occurred, it is virtually impossible for a third party to determine what actually occurred when trying to resolve disputes.

When the parties dispute the testimony of each other, the burden remains with the party making the claim to provide additional and substantial evidence to establish the events occurred.

While the tenant has provided copies of letters that he has written of complaint to the landlord I note that there are no responses provided by the landlord and the letters from the tenant begin only on July 1, 2012 and therefore show no record of a history of harassment. I find the tenant has failed to establish the landlord or his agent harassed the tenant at any time during the tenancy.

In relation to the tenants claim for reimbursement of hydro costs, again the parties each dispute the other's testimony and in the absence of any other documentation, except for one bill, I find the tenant has failed to establish there was any alteration to the wiring that would cause an increased hydro cost.

Conclusion

For the reasons noted above, I dismiss the tenant's Application in its entirety.

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