



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

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 money owed or compensation for damage or loss; and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on March 16, 1995 for a 1 year fixed term tenancy beginning on April 1, 1995 that converted to a month to month tenancy April 1, 1996 that is due to end on January 31, 2013. The monthly rental amount at the end of the tenancy is \$749.54.

The tenant submits that the rental unit carpet had been installed in 1989 and the tenant had purchased some flooring that he sought approval from the landlord to install. The tenant submits that he had an agreement with the landlord to install the flooring but that the landlord has refused to reimburse him for the costs.

The landlord's agent submits that he had originally thought the tenant had the owner's approval to complete the flooring and so he originally offered the tenant a lesser amount than he had requested. The agent testified that upon further investigation he determined that the landlord had not provided the tenant with any approval to complete the repairs.

The tenant seeks compensation in the amount of \$1,909.11 for the total purchase of the flooring but the landlord submits that he did not use all of the flooring and had originally offered the tenant \$1,546.72 for the actual amount of flooring installed.

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.

While I accept the tenant submits that he had an agreement with the landlord to replace the flooring in the rental unit and that the landlord disputes any such agreement, there is no evidence before me that this agreement formed a part of the tenancy agreement or that it falls under any obligation between the parties in the *Act* or regulations. I find the parties may have had an agreement for services.

As such, I find the tenant has failed to provide sufficient evidence that he has suffered a loss resulting from a violation of the *Act*, regulation or tenancy.

Conclusion

For the reasons noted above, I decline jurisdiction on these matters.

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: January 25, 2013

Residential Tenancy Branch

