



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, OLC

Introduction

This is an application filed by the Tenant for an order cancelling a notice to end tenancy issued for cause, a monetary order request for money owed or compensation and an order for the Landlord to comply with the Act, Regulations or Tenancy Agreement.

The Tenant attended the hearing by conference call and gave undisputed testimony. The Landlord did not attend or submit any documentary evidence. The Tenant states that the Landlord was personally served with the notice of hearing package on January 31, 2013. I accept the undisputed testimony of the Tenant and find that the Landlord was properly served.

The Tenant clarified at the beginning of the hearing that he has a no contact order with the Landlord issued by the police for threatening the Landlord and cannot return to the rental address as the Landlord resides there. The Tenant has also clarified that he was not issued a proper notice to end tenancy issued for cause. I find that as a order has been issued that that prevents the Tenant's return to the rental, I have no jurisdiction to deal with the Tenant's request to cancel the notice to end tenancy. As such, no further action is required for this portion of the application.

The Tenant has also clarified that the request for an order for the Landlord to comply with the Act is in regards to the Tenant's monetary claim.

At the end of the hearing the Tenant provided a new mailing address for delivery of this decision. As such, the application shall be amended to show his new address.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order for compensation?

Background, Evidence and Analysis

The Tenant seeks a monetary order for compensation for the loss of safety and security in the amount of \$550.00. The Tenant states that this is equal to 1 months rent. The Tenant states that the Tenancy began on December 26, 2012 and ended on February 5, 2013 when he was given the no contact order by the police and could no longer return to the rental. The Tenant states that the threatening behaviour occurred near the end of January on either the 29th or 30th day. The Tenant relies on two emails that he sent to the Landlord as evidence.

When a party makes a claim for compensation for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I find that the Tenant has failed to establish his monetary claim. The Tenant's direct testimony is that he was given a no contact order issued by the police for threatening the Landlord that ended the tenancy. The Tenant has also failed to provide any details of the \$550.00 monetary claim or how he suffered any losses for the 7 day period before the end of the tenancy that would require compensation. I find the Tenant's evidence to be conflicting and with no merit. The Tenant's Application is dismissed.

Conclusion

The Tenant's Application is dismissed without leave to reapply.

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: February 26, 2013

Residential Tenancy Branch

