



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC

### Introduction

This matter dealt with an application by the Tenant for a Monetary Order for compensation for loss or damage under the Act, regulations or tenancy agreement.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on April 12, 2013. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties present.

### Issues(s) to be Decided

1. Is the Tenant entitled to compensation for the damage or loss and if so how much?

### Background and Evidence

This tenancy started on April 1, 2010 as a 1 year fixed term tenancy and then renewed on a month to month tenancy basis. Rent was to be \$600.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$300.00 in advance of the tenancy. The tenancy ended on June 30, 2011.

The Tenant said the Landlord rented him an illegal suite and as a result the tenancy ended because the suite was decommissioned by the municipality. As a result of having to move and because of the conditions of the rental unit the Tenant said he is making a claim of \$2,000.00 against the Landlord. The Tenant said he is claiming \$50.00 for loss of laundry services at the end of the tenancy, \$150.00 for moving expenses because the rental unit was an illegal suite and \$1,500.00 in aggravated damages. The Tenant said he is claiming a total of \$1,700.00 not \$2,000.00 as indicated on the application. The Tenant said the \$2,000.00 was an estimate.

The Tenant continued to say he has a disabled child and his wife was pregnant during the tenancy. The Tenant said the aggravated damages are because another tenant in the rental complex make a lot of noise which disturbed his family, the Landlord turned the heat down in the unit constantly, because the Landlord forcing them to move because the suite was illegal and for loss of sleep due to the poor conditions in the rental unit. The Tenant said he did not have any corroborating evidence for the monetary claim beyond his testimony and written statement that he prepared for this hearing.

The Landlord said the Tenant only paid \$500.00 instead of \$600.00 for the last month of the tenancy and he considered that compensation for the loss of laundry services. The Tenant said that he paid \$550.00 for rent in the last month of the tenancy.

The Landlord continued to say that he is not responsible for the Tenant's moving costs and there is no agreement written or verbal that says the Landlord would pay any moving costs. The Landlord said he would physically help the Tenant move out, but he made no commitment for financial compensation.

The Landlord said the Tenants claim for aggravated damages is not legitimate. The Landlord said the other tenant was an elderly man who may have had the TV a bit loud, but otherwise he was not a problem tenant. The Landlord continued to say that the Tenant's family and health issues are concerning, but they are not the Landlord's responsibility and if the Tenant did not like the rental unit he should have moved. The Landlord was concerned that the Tenant waited approximately 2 years to make the application. The Landlord said he thought this tenancy was over and done with.

The Tenant said that he was busy with family and health issues and that is why he waited to make the application. The Tenant said the application was within the 2 years from the end of the tenancy as the Act requires.

### Analysis

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts or invoices and the applicant must show how they mitigated or minimized the loss.

The Tenant has not provided corroborating evidence to support his testimony that he has suffered aggravated damages in the amount of \$1,500.00; therefore the Tenant has not proven a loss or damage actually exists. The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that

burden of proof is not met. Consequently I dismiss the Tenant's claim for \$1,500.00 for aggravated damages without leave to reapply.

The respect to the Tenant's claim that the Landlord is responsible for moving costs, the Tenant has not provided any evidence that he incurred a loss or that the Landlord and him had an agreement that the Landlord would pay for the moving costs. Normally at the end of a tenancy the tenants are responsible for their own moving costs.

Consequently again the burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met. I dismiss the Tenant's claim for moving costs of \$150.00 due to lack of evidence.

Further I find the Tenant's claim for \$50.00 for the loss of laundry facilities at the end of the tenancy have been fully covered by the rent reduction of the last month's rent payment. The Landlord said the rent payment was \$500.00 and the Tenant said it was \$550.00. I cannot determine the actual payment amount as no receipts were provided, but in either case the \$50.00 claim by the Tenant for loss of laundry facilities is covered by the rent reduction. Therefore I dismiss the Tenant's claim of \$50.00 for the loss of laundry facilities.

### Conclusion

The Tenant's application is dismissed due to lack of evidence.

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: July 03, 2013