



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Hotel Barclay  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, OLC, PSF, RPP, OPT

### Introduction

This is an application filed by the Tenant for a monetary order for money owed or compensation for damage or loss, for an order for the Landlord to comply with the Act, Regulation or Tenancy Agreement, for an order for the Landlord to provide services or facilities required by law, for an order for the return of the tenant's personal property and to obtain an order of possession.

The Tenant attended the hearing in person. The Landlord did not attend the hearing. The Tenant states that the Landlord was served with the notice of hearing package in person on June 14, 2013. The Tenant clarified that the package was handed to a staff member at the Landlord's address. I accept the undisputed testimony of the Tenant and find that the Landlord was personally served with the notice of hearing package.

### Issue(s) to be Decided

Is the Tenant entitled to the requests above?

### Background and Evidence

The Tenant seeks a monetary claim and the request states that the claim is for "Before 13/6 2013 ask for 25/3/2013, ask for all services good at hotel, ask for eat my times in my room it not free, ask for local call free, breakfast and include ask for restaurant charge, the staff return troubles, ask for when am there also, ask for have good times, ask for \$400.00 a month and the door, ask for go out and after before 13 june 2013 and ask for prouves 13 jun3 2013 and ask for breakfast free 7 days a week there hotel."

The Tenant clarified in her direct testimony that she "not accepting service", that no soap, toilet paper were replenished and that a lock was placed on her door preventing her from entering. The Tenant stated that the Landlord took 1 day to replace a broken

television after it was reported to the Landlord. The Tenant states that she is now seeking free local calls and free breakfasts from the Landlord. The Tenant states that these were not promised to her, but that these services are normally provided to guests. The Tenant also seeks compensation because the window glass was too thin which caused her trouble and was seeking "good times". The Tenant also states that she thinks asking for \$400.0 per month is "a good idea." The Tenant is also seeking compensation because she served a notice of hearing package related to another file in March for a June 13, 2013 hearing date.

### Analysis

When a party makes a claim 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.

The Tenant has failed to provide sufficient details of her claim. The Tenant has not provided any details of an actual amount required for compensation, only stating that it is what she feels. The Tenant has repeated the details of the claim sought on the monetary worksheet and failed to provide any relevant details of her claim in how much and where these amounts originated from. The Tenant states that she thought that this claim against the Landlord was a good idea, "because." The Tenant repeatedly stated that she was not happy with the service of the hotel. The Tenant has also failed to justify why she is entitled to "free breakfast" when she admits in her direct testimony that none were promised by the Landlord. This also applies to the Tenant's claim for free local calls, when none were promised by the Landlord.

The Tenant has also failed to provide any relevant evidence regarding her request for the return of personal property.

I find that the Tenant has failed to provide sufficient details regarding her requests for monetary compensation, the right to services or facilities required by law, the return of personal property and the request for an order of possession. The Tenant's Application is dismissed without leave to reapply.

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: July 10, 2013

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Residential Tenancy Branch

