



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR MNDC ERP RP RR O FF

### Preliminary Issues

At the outset of this proceeding the Tenant advised that they moved out of the unit on October 29, 2013, ending the tenancy. Therefore, she was withdrawing the majority of her claim as it no longer applied. She wished to proceed with their claim for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement and to recover the cost of the filing fee from the Landlord for this application.

### Introduction

This hearing dealt with an Application for Dispute Resolution filed on October 1, 2013, by the Tenants seeking monetary compensation.

The Tenant affirmed that the Landlord was served with copies of the application for dispute resolution, Notice of dispute resolution hearing, and the Tenants' evidence, on October 1, 2013, by registered mail. Canada Post tracking information was provided in the Tenant's testimony. Based on the submissions of the Tenant I find the Landlord is deemed served notice of this proceeding on October 6, 2013, five days after it was mailed, in accordance with section 90 of the Act; therefore, I proceeded in the Landlord's absence.

### Issue(s) to be Decided

Are the Tenants entitled to monetary compensation?

### Background and Evidence

The Tenants submitted evidence which indicated three tenants entered into a joint tenancy agreement that began on July 1, 2013. Rent was payable on the first of each month in the amount of \$1,950.00 and on June 25, 2013 the Tenants paid \$975.00 as the security deposit.

The Tenant testified that they had entered into a verbal mutual agreement with the Landlord agreeing that they would delay moving into the unit until around July 10<sup>th</sup>, 2013. This agreement was to allow the Landlord time to ready the unit. The Tenant stated that they did not occupy the unit until July 8<sup>th</sup> so they are seeking to recover six days of rent from July 1<sup>st</sup> to July 7<sup>th</sup> in the amount of \$377.40 (6 x \$62.90). She confirmed that the initial agreement and discussions with the Landlord did not include a reduction of rent for the month of July and at no time did the Landlord agree to reimburse them for these days of rent.

The Tenants are also seeking to recover the costs of renovations and repairs they had done to the unit. The Tenant indicated that the third tenant, her sister in-law, had told her and her husband that she had obtained the Landlord's permission to conduct the work. When the Landlord found out about the renovations he issued the Tenants two letters telling them to cease all renovations and repairs. The Tenant indicated that this situation created tension and problems between the three Tenants. Now that they have moved out she would like to recover the money they paid to repair the rental unit.

### Analysis

A party who makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided for in sections 7 and 67 of the *Residential Tenancy Act*. Accordingly an applicant must prove the following when seeking such awards:

1. The other party violated the Act, regulation, or tenancy agreement;
2. The violation caused the applicant to incur damage(s) and/or loss(es) as a result of the violation;
3. The value of the loss; and
4. The party making the application did whatever was reasonable to minimize the damage or loss.

Only when the applicant has met the burden of proof for all four criteria will an award be granted for damage or loss.

Upon review of the evidence before me I find there to be insufficient evidence to prove the Landlord breached the Act, regulation or tenancy agreement. Rather, I find the Tenants suffered their loss due to their own conscious decisions to agree to delay in moving in as well as conducting renovations to the rental unit without prior written permission. Accordingly, I dismiss the Tenants claim in its entirety.

Conclusion

I HEREBY DISMISS the Tenants' claim, 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: November 08, 2013

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Residential Tenancy Branch

