



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, ERP, RP, FF, O

### Introduction

This is an application filed by the Tenant for a monetary claim for money owed or compensation for damage or loss, an order for emergency repairs for health or safety concerns, an order for repairs to the unit, site or property, recovery of the filing fee and an order for the Landlord to comply with the Act, Regulation or Tenancy Agreement.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

During the hearing, the Tenant clarified that when she was advised to apply for a monetary claim she just put down an arbitrary amount and is now seeking to amend the claim from \$2,120.00 to \$500.00 because that is what she was told.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary order?  
Is the Tenant entitled to an order for emergency repairs?  
Is the Tenant entitled to an order for repairs?

### Background and Evidence

This Tenancy began on November 1, 2010 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$650.00 payable on the 1<sup>st</sup> of each month.

The Tenant seeks a monetary order for \$500.00. This consists of \$120.00 for compensation for the replacement of a dresser. The Landlord disputes this claim

stating that he is not aware of any damages suffered by the Tenant and has not been advised of this claim. The Tenant relies on her mother, D.E. who purchased the new dresser for \$120.00. The witness, D.E. states that she purchased a new dresser to replace the old one due to mold. The Tenant states that the remaining portion of the claim of \$380.00 is for "what I feel" the Landlord should compensate her for the loss of use of the bedroom next to the pump room. The Tenant states that she first notified the Landlord about the flooding problem on August 15, 2013 and that a handyman attended and partially replaced some drywall and removed some trim. The Landlord confirms this stating that the handyman was later refused access by the Tenant. The Tenant disputes this.

The Tenant states that she wishes for the Landlord to make repairs to the bathroom wall because of mold growth. The Landlord stated that he was willing to attend the rental unit on December 7, 2013 at 6:00 pm to inspect/repair any damage to the bathroom walls. The Tenant confirmed her acceptance of this offer. As such, no further action is required for this portion of the application.

### 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.

I prefer the evidence of the Landlord over that of the Tenant. I find that the Tenant has failed to establish her monetary claim. The Tenant relies on her witness to confirm the \$120.00 for a replaced dresser, but did not file any proof of an actual amount required for compensation even though one exists as stated by the Tenant. The Tenant has also failed to provide sufficient evidence of loss that was due to the actions or neglect of the Landlord. The Tenant has not provided sufficient evidence to satisfy me that she suffered any loss of use of the bedroom. This portion of the Tenant's Application is dismissed.

Conclusion

The Tenant's monetary claim is dismissed.

The Landlord has consented to attend to inspect/repair any mold damage in the rental on December 7, 2013 at 6:00pm.

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: December 06, 2013

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Residential Tenancy Branch

