



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC OPT

Introduction

This hearing dealt with an application by the tenant for a monetary order and an order of possession for the rental unit. Both parties attended the hearing and had an opportunity to be heard.

Issue(s) to be Decided

Is the tenant entitled to the requested orders?

Background and Evidence

This tenancy began on October 1, 2013 and ended on January 4, 2014. The rent was \$550 per month. A security deposit of \$375 was paid at the start of the tenancy.

The tenant claims that the landlord threw her stuff out of the rental unit on January 4th and that since then she has been living in a homeless shelter.

The landlord claims that the tenant paid no rent for December and was served a 10 Day Notice to End Tenancy. The landlord did not say which day the tenant was served with the Notice but testified that the tenant moved out on her own on January 4th. The landlord claims the tenant left many of her belongings behind and that they have removed them and stored them under the porch out of the rain. The landlord claims that the tenant's clothing was all washed and put in bags. The landlord also says that the tenant is free to come and get her things whenever she wishes.

The landlord testified that the tenant had not yet provided them with a forwarding address but that as soon as they get that address they are going to file an application against the tenant claiming for unpaid rent and damage to the rental unit.

There was no documentary evidence submitted in support of this application.

Analysis

The tenant has requested a monetary order in the amount of \$825 and an order of possession for the rental unit. I shall deal with each of these requests in turn.

Monetary Order (\$825) – The tenant has made a monetary claim against the landlord for \$825. The tenant says this amount is comprised of her security deposit (\$375) and an estimate of the damage to her personal belongings.

The landlord disputes this claim and says that the deposit is not going to be returned because the landlord is going to make an application to retain it as soon as they receive the tenant's forwarding address and that the tenant should have taken her things when she moved out. The landlord denies having done any damage to the tenant's things and that on the contrary, the tenant did a large amount of damage to the rental unit. The landlord claims that the tenant's things are awaiting pick up by her and that they have been stored in an area that is out of the rain albeit outside.

While I understand, given the tenant's circumstances, that pulling together the material necessary to make a claim may be difficult, the tenant does nonetheless bear the burden of proof for her claim. This means that the tenant must prove that the landlord is liable for the amount claimed and that the amount claimed is justified.

Based on the information before me – which is just the testimony of the two parties – I am not satisfied that the tenant has established this claim. The tenant's entire case is disputed by the landlord and the tenant has not, in my view, provided sufficient supporting evidence to discharge the burden of proof. As a result, I dismiss the tenant's claim for a monetary order.

Order of Possession – At the hearing the tenant claimed that she had not moved out of the unit of her own accord but rather that she had been “thrown out” of the unit by the landlord. The landlord denied this and testified rather that the tenant had moved out a month after receiving the 10 Day Notice to End Tenancy.

Once again, given the complete lack of information submitted in support of the tenant's claim, I find that the tenant has not proved that she is entitled to this order. I find that it is just as probable as not that the tenant did move out on her own after receiving the 10 Day Notice. The tenant had not paid the rent for December or January and failed to dispute the Notice she received in December.

I find that the tenant has not proved that she is entitled to an order of possession for the rental unit.

Conclusion

The tenant's application is dismissed.

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: January 20, 2014

Residential Tenancy Branch

