



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Crystal River Court Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF, ERP, OLC, PSF, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. The tenant has filed an application seeking to have a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities set aside, a monetary order for money owed or compensation for damage or loss suffered under the Act, regulation or tenancy agreement, an order to have the landlord comply with the Act, regulation or tenancy agreement, an order to have the landlord make emergency repairs for health or safety reasons, an order to have the landlord provide services or facilities required by law, an order to allow the tenant to reduce rent for repairs, services, or facilities agreed upon but not provided and the recovery of the filing fee. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is either party entitled to any of the above under the Act, regulation or tenancy agreement?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about June 2001. Rent in the amount of \$355.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month(s) of April and on April 8, 2014 the landlord served the tenant with a notice to end tenancy.

The tenant further failed to pay rent in the month(s) of May. The landlord stated that as of today's hearing the amount of unpaid rent and late fees as per their tenancy agreement is \$405.00. The landlord is seeking a monetary order and an order of possession. The landlord stated that the tenant was not pro-active in dealing with the rat issue. The landlord stated the park manager had undertaken steps to assist, even though they were not required to do so. The landlord stated that the tenant did not undertake simple steps to help mitigate the rat issue. The landlord stated that the tenant was exaggerating the extent of the problem. The landlord stated that the tenant has failed to maintain her home in a reasonably healthy, clean and sanitary condition.

The tenant gave the following testimony:

The tenant stated that she does not dispute the landlords' application. The tenant agrees that the tenancy is at an end and that she owes the landlord the amount claimed. The tenant stated that she is seeking \$20,448.40 as compensation for having to live with rats in the park. The tenant stated that she is "mentally losing it" due to this situation. The tenant stated that she contacted the park manager several times to address this issue. The tenant stated that she was informed to make sure the "skirting" around her trailer was tight. The tenant stated that she is on medication due to this ongoing problem. The tenant stated that she cannot move this trailer and seeks fair market value for it, moving expenses and pain and suffering in the amount as claimed above. The tenant stated that she felt the landlord did not take this situation seriously. The tenant stated that she agreed to abandon the rest of her application as she would no longer be living there.

Analysis

Both parties submitted extensive documentation which was considered along with the testimony of both parties when making a decision.

I will first deal with the tenants' application and my findings as follows.

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 satisfy all four grounds as required, specifically #2, #3, and #4. Based on the insufficient evidence before me and on the balance of probabilities, I dismiss the tenants' application for a monetary order for compensation. As mentioned previously in this decision, the tenant has abandoned the balance of her application; accordingly I dismiss the tenants' application in its entirety without leave to reapply.

I will deal with the landlords' application and my findings as follows.

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant did not pay the outstanding rent within 5 days of receiving the notice and although she did apply for dispute resolution to dispute the notice, she did not provide sufficient evidence to have the notice set aside. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

As for the monetary order, I find that the landlord has established a claim for \$405.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the

landlord an order under section 67 for the balance due of \$455.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$455.00.

The tenants' application is dismissed in its entirety 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 *Manufactured Home Park Tenancy Act*.

Dated: May 15, 2014

Residential Tenancy Branch

