



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AFFORDABLE HOUSING SOCIETIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MDNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain a Monetary Order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement.

The parties appeared at the teleconference hearing and provided their testimony. The landlord acknowledged receiving the evidence of the tenant. The landlord stated they had sent their evidence to this hearing file, although not received. The landlord also stated they had sent their evidence to the tenant's "case manager", however, the tenant claims they have not seen the evidence nor know that anyone else has received evidence on their behalf. As neither party could support the landlord's account in respect to their evidence, and the "case manager" was not in attendance to this hearing, the hearing proceeded on the merits of the evidence provided. None the less, during the hearing each party was given the opportunity to provide their relevant evidence orally, respond to each other's testimony, and to provide any closing remarks.

Issue(s) to be Decided

Is the Tenant entitled to a Monetary Order?

It must be noted that the applicant bears the burden to prove their claim.

Background and Evidence

The tenant provided that on August 30, 2013 they entered into a tenancy agreement to rent the rental unit respecting this matter for October 01, 2013. The tenant claims that before they even occupied the rental unit, the landlord's resident manager of the day accepted cash from them in the amount of \$500.00 - agreeing to use the cash to repair /

replace the kitchen cabinetry in the suite destined for the tenant. The tenant claims the resident manager told them that there were not enough funds available to attend to the kitchen cabinetry, therefore the tenant *offered* to give the resident manager the \$500.00. The tenant testified they provided the resident manager with the cash but did not ultimately obtain a receipt from the resident manager and the kitchen cabinetry work was not done.

The parties agree that in the latter portion of September 2013 the resident manager left their position with the landlord upon retirement and left the country. The tenant did not ultimately occupy the unit as intended on October 01, 2014 and the landlord returned the tenant's security deposit. The landlord's property manager testified that at the time there was no mention from the tenant as to their claimed cash transaction with the former resident manager. The tenant subsequently then sought the return of the \$500.00 through the landlord's property manager. The landlord testified that they had no knowledge of the tenant's purported cash transaction with the resident manager and were surprised to learn of the tenant's claims. The landlord testified that they have been unable to contact the retired resident manager via all the means available to them to do so, and are not aware if the retired resident manager is returning to this country. The landlord testified they have no knowledge or any basis to confirm the tenant's claim in respect to the \$500.00, and that all knowledge they possess in respect to their former resident manager does not support the tenant's assertions that the former resident manager, effectively, fraudulently accepted cash as an agent for the landlord. The landlord does not believe the tenant's assertions in this matter to be true.

The tenant seeks the return of \$500.00. The landlord does not think they are obligated to satisfy the tenant's claim in light of the tenant's lack of evidence they gave their former employee the claimed amount of cash, and they have no knowledge to support any of the tenant's claims.

Analysis

I have carefully considered the aforementioned and all the testimony and relevant evidence provided.

When a tenant makes application for dispute resolution the onus lies on them to prove their case / claim. In this case, the tenant has the burden to prove they suffered a loss. The tenant's evidence consisted of claims they declare to be true, and which were equally disputed by the Landlord. On preponderance of the available evidence I find the disputed evidence of the tenant insufficient to meet the tenant's burden of proof. Accordingly **I dismiss** the Tenant's claim in its entirety.

Conclusion

I hereby dismiss the Tenant's 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: June 17, 2014

Residential Tenancy Branch

