



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This was an application by the tenant for a monetary order for loss of personal belongings in a house fire within which their rental unit was owned by the landlord.

Both parties participated in the hearing with their document evidence and testimony during the hearing. The tenant provided a document itemizing a quantum of their lost belongings. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the tenant entitled to a monetary order in the amount claimed?

Background and Evidence

The undisputed relevant testimony in this matter is that the tenancy ended April 29, 2014 when a fire occurred on the residential property owned by the landlord. The landlord testified that there were 2 rental units on the property: one in the basement and one upstairs belonging to the applicant. The applicant tenant stated that the attending fireman told him that the cause of the fire was electrical. The landlord testified that the report of the insurance investigator cited that the fire started in the basement suite below the applicant's as a kitchen stove grease fire and that they have pursued obtaining a copy of the report for this hearing and for the tenant's knowledge. Regardless, the tenant acknowledged they had no further information and had no information that the landlord was negligent in the matter.

Analysis

Under the *Act*, the party claiming the damage or loss bears the burden of proof. Moreover, the applicant must satisfy each component of the following test:

1. Proof the damage or loss exists,
2. Proof the damage or loss were the result, *solely, of the actions or neglect of the other party (the tenant)* in violation of the *Act* or agreement
3. Verification of the actual amount required to compensate for the claimed loss or rectify the damage.
4. Proof that the claimant followed section 7(2) of the *Act* by taking reasonable steps to mitigate or minimize the loss or damage.

Therefore, in this matter, the tenant bears the burden of establishing their claim on the balance of probabilities. The claimant must prove the existence of the damage or loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. Finally, the claimant must show that reasonable steps were taken to address the situation and to mitigate the damage or losses that were incurred.

The tenant relies on their determination that the landlord somehow was responsible for the fire, and possibly from misinformation about the source of the fire. On the face of the evidence, I find the tenant has not met the test for damages and loss. The tenant has not provided evidence to support their claim that the landlord in this matter caused the tenant's loss. As a result, **I dismiss** the tenant's application in its entirety.

Conclusion

The tenant's claim **is dismissed**, without leave to reapply.

This Decision is final and binding on both parties

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: September 17, 2014

Residential Tenancy Branch

