



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, ERP, RP, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking order to have the landlord complete repairs and emergency repairs and a monetary order. The hearing was conducted via teleconference and was attended by the tenant and one of the landlords.

During the hearing the tenant identified that he no longer lives in the rental unit and as such I find there is no need to have orders requiring the landlord to make repairs or emergency repairs and I amend the tenant's Application for Dispute Resolution to exclude these matters.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for compensation for damage or loss and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 67 and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The parties agree the tenancy was for a month to month tenancy for \$500.00 per month due on the 1st of each month with no security deposit paid. The parties could not agree on whether the tenancy started in December 2011 or January 2012. No written tenancy agreement was entered into.

The tenant submits that the landlord had agreed to allow him to maintaining the property but despite completing a number of tasks and repairs he has not been compensated for the work he has done.

The landlord submits that they had agreed for the tenant to complete some maintenance work and that as result they lowered the rent from their normal \$850.00 - \$900.00 per month to \$500.00 per month, providing the tenant with compensation in the amount of approximately \$350.00 per month for duration of the tenancy.

The landlord also submits that the tenant did not get approval prior to completing some projects on the property and as such the landlord never authorised some of the projects that the tenant now seeks compensation for.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Based on the testimony of both parties I find that the parties entered into a tenancy agreement that provided compensation for the tenant in the form of a reduced rent amount for maintenance of the residential property.

However, in the absence of any written tenancy agreement I find that the tenant has failed to provide sufficient evidence of the terms of the agreement and what the landlords' expectations were in regard to the duties he was required to perform. As such, I cannot determine if the tasks and projects completed were considered as part of that compensation.

Further, as the landlord submits the tenant failed to get approval on some of the projects submitted I find the tenant has failed to establish he was authorised to complete the work he now claims compensation for.

Conclusion

For the reasons noted above, I find the tenant has failed to provide sufficient evidence to establish his claim. Therefore, I dismiss the tenant's Application for Dispute Resolution in its entirety.

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: October 06, 2014

Residential Tenancy Branch

