



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BALJINDER MANN
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This matter dealt with an application by the Tenant for a Monetary Order for compensation for loss or damage under the Act, regulations or tenancy agreement.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on July 14, 2014 and the Landlord's agent said he thought the Landlord received the hearing package on July 16, 2014. Based on the evidence of the Tenant and the Landlord's Agent, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties represented.

Issues(s) to be Decided

1. Is there a loss or damage to the Tenant and if so is the Tenant entitled to compensation?

Background and Evidence

This tenancy started on May 1, 2014 as a month to month tenancy. Rent was \$400.00 per month payable in advance of the 1st day of each month. The Tenant said she paid a security deposit of \$200.00 on April 27, 2014. The Landlord said the Tenant did not pay a security deposit. The tenancy ended in July, 2014.

The Tenant said that when she moved in to the rental unit there was no lock on the door and the Landlord did not repair the door so that it would lock. The Tenant continued to say that because she was unable to lock the door the other occupants of the rental complex entered her rental unit and stole her belongings. The Tenant said the police were called but no charges were laid. The Tenant continued to say that the Landlord evicted her without the proper eviction notice and when she left the rental unit all her belongings were gone.

The Landlord's agent said they did not evict the Tenant she moved out and the Landlord's agent said he saw the Tenant bring a truck to the unit prior to moving out. The Landlord's agent said he does not know anything about the Tenant's belongings.

The Arbitrator asked the Tenant if she had any corroborative evidence to support her claim of \$20,000.00 as there was no evidence submitted to the Residential Tenancy Branch. The Arbitrator said the file only contained the application and the Notice of Hearing.

The Tenant said she faxed 51 pages of evidence to the RTB and hand delivery the evidence to the Landlord approximately 2 weeks ago. The Tenant said she had a receipt from the store she used to fax the information from.

The Arbitrator checked the RTB data base and there were no submissions from the Tenant with regard to the evidence. The Arbitrator asked the Landlord's agent if the Landlord had received the evidence package. The Landlord's agent said the Landlord had not received anything more than the application and the Notice of Hearing from the Tenant.

The Tenant said she did not know how this could happen.

Analysis

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

As there is no corroborative evidence to support the Tenant's claims the Tenant has not met the burden of proof required to be successful in her application. The Tenant has not proven an actual loss, she has not proven the Landlord is solely responsible for the loss and the Tenant has not verified or showed how the loss was mitigated. Consequently I dismiss without leave to reapply the Tenant application due to lack of evidence.

Conclusion

The Tenant's application is dismissed 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: November 18, 2014

Residential Tenancy Branch

