



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, LRE, O, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking to cancel a notice to end tenancy; an order to restrict the landlord's access to the rental unit; and a monetary order.

The hearing was conducted via teleconference and was attended by the tenant; the landlord and his agent.

During the hearing the landlord submitted confirmed that he had a Residential Tenancy Branch arbitrator's decision dated December 9, 2014 that issued the landlord an order of possession dated December 9, 2014 effective 2 days after service of the order and a monetary order in the amount \$600.00.

As such, I find the matter of cancelling a notice to end the tenancy and restricting the landlord's access to the rental unit are moot as the tenancy has ended and I amend the tenant's Application 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 money owed or 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 tenant testified that she moved into the rental unit in November 2010 for a monthly rent of \$450.00 that included heat and cable. The tenant submits that in July 2011 the landlord told her the rent was going to go up by \$100.00 and he made her sign a blank piece of paper.

The tenant submits that her cable was cut off approximately 3 years ago and she only has heat for about ½ of the year. She states that she has complained to the landlord

asking to have the heat turned on sooner in the year but they just say it is on even though the tenant knows that it is not.

The parties agree the tenancy began before the current landlord had possession of the rental unit and the original tenancy agreement was with the previous landlord.

The landlord testified the rent had always been \$550.00 and that it never included cable. The landlord also testified that the tenant has never complained about the heat they cannot believe that she would have live there as long as she has if the temperature was that bad.

The tenant seeks compensation in the amount of \$420.00. When asked how she determined this amount she stated she estimated the amount. She then elaborated that this is the amount she thought was owed to her for loss of cable but then agreed that it would cover the cable and heat. She did not indicate how much she sought to recover based on her assertion of an illegal rent increase.

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.

In the case before me, the tenant has provided absolutely no documentary or corroborating evidence in regard to her claim and she has relied solely on her verbal testimony. The landlord disputes all of the tenant's claims.

In regard to verbal agreements, I find that where terms are clear and both the landlord and tenant agree on the interpretation, there is no reason why such terms cannot be enforced. However when the parties disagree with what was agreed-upon, the verbal terms, by their nature, are virtually impossible for a third party to interpret when trying to resolve disputes.

When both parties can provide a version of events that is plausible, the party with the burden of proof, in this case the tenant, must provide additional evidence to corroborate their claim. As the tenant has not provided any corroborating evidence I find the tenant has failed to establish that she has suffered any loss; that the landlord imposed an illegal rent increase; cut off her cable or failed to provide heat.

Conclusion

Based on the above, 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: January 15, 2015

Residential Tenancy Branch

