



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, ERP, MNDC, MNR, RP, OPR, FF

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord. Both files were heard together.

The tenants application is a request to cancel a Notice to End Tenancy that was given for nonpayment of rent, and a request for a monetary order for \$1000.00.

The landlords application is a request for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent, a request for a monetary order for \$865.00, recovery of the \$50.00 filing fee and a request to retain the full security deposit towards the claim.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties and the witness the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties and the witness.

All testimony was taken under affirmation.

Issue(s) to be Decided

By the date of the hearing the tenant had vacated the rental unit, and the landlord has possession of the unit. Therefore the landlord is no longer requiring an Order of Possession, and the tenant is no longer requesting an order canceling the Notice to End Tenancy.

The remaining issues therefore are whether or not the landlord or the tenant has established a monetary claim against the other, and if so in what amount.

Background and Evidence

This tenancy began on August 1, 2014 with a monthly rent of \$825.00, and the security deposit of \$412.50 had been paid on July 27, 2014.

On February 13, 2015 the landlord served the tenant with a 10 day Notice to End Tenancy for nonpayment of rent, and the tenant subsequently vacated the rental unit on or around March 7, 2015.

The landlord is claiming outstanding rent totaling \$865.00 the breakdown as follows:

September 2014 rent shortage	\$37.50
December 2014 rent shortage	\$2.50
February 2015 rent shortage	\$412.50
March 2015 rent shortage	\$412.50
Total	\$865.00

The tenant stated that she has not paid the above rent, however she has not done so because first of all her daughter, who pays half the rent, did not pay her share, plus she

suffered loss of food when the refrigerator broke down, and damages from a flood in the rental unit.

The tenant therefore does not believe that she should be paying this outstanding rent, and in fact is requesting a monetary order on her application as follows:

Loss of food	\$187.50
Damage to property by flood	\$400.00
Return of security deposit	\$412.50
Total	\$1000.00

In response to the tenants claims the landlord stated that there is absolutely nothing wrong with the refrigerator and it appears to be working fine after the tenant vacated.

The landlord further stated that she did get a call from the tenant about a problem with the refrigerator however she asked the tenant to speak to the caretaker and when she heard nothing further from the tenant she assumed it was resolved.

She also did get a call from the tenant about some water coming into the rental unit however she went and did some adjustments to the downspouts and thought the matter had been resolved because again she never heard anything further from the tenant about a problem with the water.

The tenant disputes the landlords claim stating that she contacted the landlord on numerous occasions; however she did not think to supply copies of her texts to the hearing.

### Analysis

Since the tenant has admitted that she has failed to pay the amount of rent claimed by the landlord, I will allow the landlords claim for \$865.00.

I also allow the landlords claim for recovery of the \$50.00 filing fee.

I will not however allow the tenants claim for loss of food, or damage to property as the tenant has provided no evidence whatsoever in support of that claim. The tenant has not provided a list of what food was lost or the breakdown of the cost of that food, nor has the tenant provided any list of what property was damaged or the breakdown of the cost of any damage property.

The tenant has not even provided any evidence to substantiate her claim that a flood occurred and although she claims to have photos she did not provide any for today's hearing.

In the absence of any supporting evidence, it's my finding that the tenant has not met the burden of proving her claim for loss food or damaged property.

### Conclusion

The tenants claim is dismissed in full without leave to reapply.

I have allow the landlords full claim of \$915.00, and I therefore order that the landlord may retain the full security deposit of \$412.50, and have issued a monetary order for the tenant to pay \$502.50 to the landlord.

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: March 19, 2015

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Residential Tenancy Branch

