



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC, MNDC

### Introduction

This hearing dealt with an application by the tenant seeking a monetary order for money owed or compensation for damage or loss suffered under the Act, regulation or tenancy agreement and an order to have the landlord comply with the Act, regulation or tenancy agreement. Neither party submitted any evidence for this hearing. I am satisfied that the landlord has been served the tenants claim in accordance with Section 89 of the Act. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issue to be Decided

Is the tenant entitled to any of the above under the Act, regulation or tenancy agreement?

### Background, Evidence and Analysis

The tenant gave the following testimony:

The tenancy began on July 10, 2014 and ended on March 15, 2015. The tenants were obligated to pay \$1180.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$590.00 security deposit.

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, **the tenant must prove their claim**. When one party provides evidence of the facts in one way, and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

I address the tenant's claims and my findings around each as follows.

**Tenants First Claim-** The tenant is seeking \$3000.00 for loss of wages. The tenant stated that he is employed as a project manager. The tenant stated that he became so ill from this whole experience that he was unable to work.

The landlords' agent disputed this claim. The agent stated that the tenant has not proven any loss. The agent stated that the tenant has not submitted any supporting documentation from his employer to verify that he missed work and the amount of lost wages.

Based on the lack of documentation before me the tenant has not provided sufficient evidence to support this claim and I must dismiss this portion of the tenants claim.

**Tenants Second Claim –** The tenant is seeking \$7300.00 for the cost of “mental stress, material loss and emotional sickness”. The tenant stated that the landlords packed up all of his belongings, put them in garbage bags and dumped them in the middle of the living room. The tenant stated that the landlords damaged personal sentimental items along with his couch and other personal items. The tenant stated that the many items were from his deceased mother that could not be replaced. The tenant stated his physical and mental health “has never been so bad”. The tenant stated that the amount sought does not address the enormity of the issues.

The agent stated that the tenant has provided no evidence of any of these claims. The agent stated that the tenant did not provide doctors notes, receipts of items that he allegedly had to replace and buy new or any photos of items damaged.

Based on the lack of documentation before me the tenant has not provided sufficient evidence to support this claim and I must dismiss this portion of the tenants claim.

**Tenants Third Claim –** The tenant was seeking to have the landlord comply with the Act, regulation or tenancy agreement for not giving proper notice to enter the unit. The tenant has advised that he has moved out; accordingly I dismiss this portion of the tenants claim as the tenancy has been terminated.

The tenant has not been successful in his application.

Conclusion

The tenants' application is dismissed 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: March 30, 2015

---

Residential Tenancy Branch

