



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) That the landlord compensates her for failure to repair and maintain the property pursuant to sections 32 and 33 of the Act.

Service:

The landlord agreed that she received the Application of the tenant. I find the documents were legally served for the purposes of this hearing.

Issue(s) to be Decided:

Has the tenant proved on the balance of probabilities that the landlord has not maintained the property contrary to sections 32 and 33 of the Act and is she entitled to compensation?

Background and Evidence

The tenant did not attend. She had authorized her sister and mother to represent her but neither of them attended. After waiting 10 minutes, the hearing commenced with the landlord's testimony. The landlord said the tenant was in the nature of a room mate; she moved into the property in January 2015, rent was \$675 and a security deposit was paid. She said she repaid the deposit on February 1, 2015 after the tenant vacated.

The tenant claims in written statements that she moved out because of a mouse infestation and she had to move into her vacation rental early on January 25, 2015 which cost an extra \$300. She claims \$300 from the landlord as she said this mouse infestation was not disclosed to her prior to move-in. The landlord said that there was no mouse infestation; she had never seen a mouse. She said the tenant's mother had told the tenant she had to move in with her sister, then she said she was moving and presented this story about mice. She said the tenant emailed the head landlord and he set traps but he found no mice either. She said the tenant was arguing she did not

receive her deposit but the landlord said she had hard copy proof of the \$300 payment so the tenant desisted.

Included with the evidence are some pictures of texts between the parties

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

I find the applicant tenant did not provide sufficient evidence to prove her claim. None of the noted four elements were proved and neither she nor her designated representatives attended to support her claim or be questioned by the landlord. I find the landlord's evidence credible that there was no evidence of a mouse infestation found by her or by the head landlord. I dismiss the tenant's claim as there is insufficient evidence to support it.

Conclusion:

I dismiss the tenant's claim in its entirety without leave to reapply. I find her not entitled to recover filing fees for this application due to her lack of success.

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: May 12, 2015

Residential Tenancy Branch

