



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an application by the tenant seeking a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties participated in the teleconference. Neither party submitted any documentary evidence for this hearing. Both parties were given full opportunity to provide oral testimony, ask questions and make arguments. Both parties gave affirmed evidence.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on April 1, 2010 and ended on September 30, 2012. The tenants were obligated to pay \$800.00 per month in rent in advance plus half of the utilities, and at the outset of the tenancy the tenants paid a \$400.00 security deposit.

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

Tenants Claim – The tenant is seeking \$1200.00 for moving expenses and the cost of buying food. The tenant stated that the landlord terrorized her over the term of her tenancy and that she is seeking to have him criminally charged. The tenant stated that due to this harassment she had to move out without having a place to go. The tenant stated that due to be very ill she has been unable to submit any supporting documentation to prove her claim.

The landlord disputes this claim. The landlord stated that the tenant was evicted legally by going through the Branch as required. The landlord stated that the tenant has no grounds to make this claim.

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. **To prove a loss the applicant must satisfy all four of the following four elements:**

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

In the matter before me the tenant has failed to satisfy any of the above. Due to the lack of supporting documentation or receipts of costs incurred, the disputing testimony of the landlord and on the balance of probabilities, I dismiss the tenants' application in its entirety.

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: May 14, 2015

Residential Tenancy Branch

