



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, RR

Introduction

This hearing dealt with an application by the tenant seeking a monetary order as compensation for loss or money owed under the Act, regulation or tenancy agreement and an order to reduce rent for repairs, services or facilities agreed upon but not provided. Both parties participated in the conference call hearing. Neither party submitted any documentation for this hearing. Both parties gave affirmed evidence.

Preliminary Issue

At the outset of the hearing the tenant advised that she has moved out of the unit and that she no longer is seeking a rent reduction, accordingly; I dismiss that portion of her application. The tenant stated that she is still seeking a monetary order as compensation.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background, Evidence

The tenant's testimony is as follows. The tenancy began on August 1, 2013 and ended on August 31, 2015. The tenants were obligated to pay \$1500.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$750.00 security deposit. The tenant stated that she shared the house with two other roommates and that her share of the monthly rent was \$500.00.

The tenant stated that due to a plumbing leak she was unable to use her bedroom for six weeks. The tenant stated that the room developed mold that had to be remediated by the landlord. The tenant stated that she feels that she should be entitled to her share of the rent for those six weeks equalling \$750.00 as compensation.

The landlords' testimony is as follows. The landlord disputes this claim. The landlord stated that the hose bib froze and cracked causing a plumbing leak in the home. The landlord stated that there was no malice or recklessness on his part and that he addressed the issue as soon as the tenants informed him. The landlord stated that he went through his insurance and had a

professional restoration company conduct all the work. The landlord stated that the tenant still had access to the rest of the entire house.

Analysis

Section 67 of the Act states that when a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim, in this case the tenant. **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.

The tenant has not met all four of the grounds as outlined and as required, specifically grounds #2, #3 and #4. I fully accept that there was a leak but beyond that the tenant has not provided any evidence to support the landlord was reckless or negligent. I am satisfied that the landlord acted quickly and in accordance with the Act. In addition, the tenant did not provide sufficient evidence to quantify the amount she sought and what steps she took to mitigate the loss, if any. Based on the above and on a 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: October 05, 2015

Residential Tenancy Branch

