



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNL MNDC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on May 2, 2016.

The Tenant sought the following relief pursuant to the *Residential Tenancy Act* (the "Act"): an order cancelling a 2 Month Notice to End Tenancy for Landlord's Use, dated April 22, 2016 (the "2 Month Notice"); and a monetary order for money owed or compensation for damage or loss.

At the outset of the hearing, the Tenant advised that she moved out of the rental unit on May 31, 2016, and that she wished to withdraw her request for an order cancelling the 2 Month Notice. Accordingly, I consider this aspect of the claim to be withdrawn and will not address it further in this Decision.

The Tenant and the Landlord each attended the hearing on their own behalf. Both parties provided their solemn affirmation.

The Landlord submitted documentary evidence in advance of the hearing; the Tenant confirmed receipt. The Tenant did not submit any documentary evidence in support of her claim.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss?

Background and Evidence

The parties gave oral testimony concerning the tenancy, which began in August 2002. In December 2005, the Landlord purchased the property and the tenancy continued on a month-to-month basis. Rent in the amount of \$600.00 was due on the first day of each month.

The Tenant claimed she is owed \$400.00 for a stove, fridge, and a clothes washer she purchased during the tenancy. In support, she gave oral testimony indicating that the stove was purchased for \$100.00 in 2015, the fridge was purchased for \$200.00 in 2015, and the clothes washer was purchased for \$100.00 in 2009/2010.

The Tenant says these items were purchased because the Landlord refused to replace the existing appliances when asked.

The Tenant also gave oral testimony concerning a number of additional items she says were purchased during the tenancy. Specifically, she indicated she purchased a dishwasher for \$100 and a screen for the back door for \$80.00, both in 2015. The Tenant also advised she incurred an administrative fee of \$25.00 from Terasen when the Landlord purchased the property. As these additional items were not disclosed in the Application, they will not be considered further.

The Landlord's evidence was that she was never informed of the purchases and never gave permission to replace them. The Landlord pointed out she has not received any receipts or other documentation from the Tenant with respect to the price paid for the items.

Further, the Landlord testified that she did not know what items were or were not replaced during the tenancy. She does not know the whereabouts of the original appliances, although some appliances do remain at the rental unit.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find the following:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with this *Act*, the Regulations or a tenancy agreement.

However, having considered the documentary and oral evidence submitted by the parties, summarized above, I conclude the Tenant's application for a monetary order must be dismissed. There is insufficient evidence in support of the Tenant's monetary claim.

Conclusion

The Tenant provided insufficient evidence to prove she had suffered the losses alleged. The Tenant's application is dismissed, without leave to reapply.

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: June 07, 2016

Residential Tenancy Branch