



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HADDEN INVESTMENTS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for money owed or compensation under the Act.

The tenant attended the hearing. As the landlord did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenant testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on February 1, 2016, a Canada post tracking number.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that landlord has been duly served in accordance with the Act.

Issue to be Decided

Is the tenant entitled to a monetary order for compensation?

Background and Evidence

The tenancy began approximately 30 years ago.

The tenant claims as follows:

a.	Weather stripping door sweep	\$ 29.02
b.	Courier costs	\$ 44.16
c.	Cost of Defense	\$500.00
	Total claimed	\$573.18

The tenant stated that they purchased weather stripping and a door sweep for the front door, to help ensure that their cigarette smoke does not interfere with other tenants. The tenant stated that the landlord should be responsible for the cost. The tenant stated they did not ask the landlord to make the repair. The tenant seeks to recover the cost of \$29.02.

The tenant submits that they seek to recover cost for courier fees and the cost of preparing a defense that are associated with prior hearings.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the tenant has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

In this case, the tenant purchased weather stripping and a door sweep to help contain their cigarette smoke in the rental unit. The tenant did not obtain prior permission from the landlord. I find the tenant has failed to prove a violation of the Act by the landlord. Therefore, I dismiss this portion of the tenant's claim.

The tenant seeks to recover cost for courier fees and cost of their defence that were associated to an unrelated file; these cost were in preparation of a hearing. I find there is no authority under the Act, to grant these costs, as each party is responsible for their own costs associated with the hearing. Therefore, I dismiss this portion of the tenant's claim.

Conclusion

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: September 14, 2016

Residential Tenancy Branch

