



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, MNDC, FF

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the Act, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order to have the landlord comply with the Act, regulation, or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord acknowledged receipt of evidence submitted by the tenants, the landlord did not submit any documentary evidence for this hearing. Both parties gave affirmed testimony.

Issue(s) to be Decided

Are the tenants entitled to any of the above under the Act, regulation or tenancy agreement?

Background and Evidence

The tenants gave the following testimony. The tenancy began on April 1, 2013 and is ongoing. The tenants are obligated to pay \$2572.50 per month in rent in advance and at the outset of the tenancy the tenants paid a \$1250.00 security deposit. The tenants testified that the landlord put the condo for sale in May 2016. The tenants testified that

the landlord continually seeks to show the unit to prospective buyers without giving proper notice to enter the unit. The tenants testified that from early May 2016 to late August 2016, the landlord's realtor has had 9 open houses and has done 20-30 private showings. The tenants testified that they feel that their lives are being constantly interrupted and that they should be compensated for it. The tenants testified that although the landlord gave them a \$572.50 discount off of the first months' rent, they seek a further \$971.02 which is equivalent to a 15% rent reduction for the following months. The tenants also testified that they want the landlord to provide proper notice for any further showings.

The landlord gave the following testimony. The landlord testified that the tenants are incorrect in the amount of showings. The landlord testified that there were 7 open houses and 20 private showings. The landlord testified that he and the tenants communicate primarily through text messaging and that he always asked the tenants permission to do the showings. The landlord testified that the tenants could have said no and that he would reschedule the matter. The landlord testified that he gave the tenants a discount at the outset to cover any inconveniences and will provide further compensation if he sells the condo. The landlord testified that he was willing to try to resolve this matter outside of the hearing but since the tenants filed they have ignored his calls.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

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. **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.

Both parties testified that their relationship is strained and that there has been a communication breakdown. After considering the testimony of both parties and reviewing the documentary evidence before me I find that the amount of open houses and private showings over a four month period is not unreasonable. In addition, the landlord has already provided a substantial discount as an act of good will. Moreover, the tenants agreed to the showings and the manner of notice that was provided. The tenants have failed to demonstrate that the landlord has entered the unit without their permission. The tenants have not provided sufficient evidence to be successful in their claim as outlined above.

Conclusion

I dismiss the tenants' application 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 14, 2016

Residential Tenancy Branch

