



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNR, FF

### Introduction

On July 15, 2016, the Landlord submitted an Application for Dispute Resolution requesting a monetary order for damage to the rental unit; for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement; for a monetary order for unpaid rent, and to recover the filing fee for the Application.

The Landlord appeared at the teleconference hearing; however, the Tenants did not.

The Landlord testified that he could not determine the Tenants new address, but he knew where one of the Tenants worked. He testified that he arranged to meet the Tenant at a coffee shop and served the Notice of Hearing, the Application, and fax information sheets to the Tenant M.V. on July 27, 2016.

### Preliminary and Procedural Matters

The Landlord did not provide any documentary evidence to support his monetary claim to the Residential Tenancy Branch prior to the hearing. The Tenant testified that he believes he faxed a copy of an invoice for bailiff fees to a phone number but could not provide the fax number the documents were sent too, and did not have a fax confirmation sheet. The Landlord testified that he did not serve the Tenants any receipts or other evidence pertaining to his other claims.

A query of the Residential Tenancy Branch case management system indicates that no documentary evidence was ever received from the Landlord. At the time of the hearing there is no evidence before me.

The Landlord clarified his testimony and stated that he believes he did serve a copy of the bailiff invoice to the Tenant M.V. at the coffee shop.

The Residential Tenancy Branch Policy Guideline 16 clarifies compensation for damage or loss.

*An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.*

Since I do not have any documentary evidence before me, and the testimony of the Landlord was not strong on whether the Landlord served the Tenant with evidence, I have dismissed the Landlord's claim with 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: January 25, 2017

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Residential Tenancy Branch