



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Residential Tenancy Act (the "Act"), for a monetary order for compensation for loss or other money owed and to recover the filing fee from the landlord.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Are the tenants entitled to monetary compensation for loss or other money owed?

Background and Evidence

The parties agreed that the tenancy began in 2009. Rent in the amount of \$1,281.00 was payable on the first of each month. The tenants paid a security deposit of \$600.00. The tenancy ended on August 30, 2016.

The tenants claim as follows:

a.	Harassment	\$10,000.00
b.	Filing fee	\$ 100.00
	Total claimed	\$10,100.00

The tenant DW testified that the landlord failed to protect them from harassment from another renter which has been ongoing for years. DW stated as a result they were

arrested, charged under false pretenses, and they were not allowed to go back to the property unless they were escorted by the police. DW stated that the charges were later withdrawn when they entered in to a peace bond under 810 of the Criminal Code.

The tenant DW testified that the landlord has harassed them by trying to increase the rent for additional occupants or threaten them to evict them. DW stated that in April, 2016, the upper tenant pounded on their door and rang the doorbell repeatedly at midnight, which was about the lawn mower.

The tenants testified that the landlord did respond to their text messages and talk to the other renter; however, they were not meaningful.

In support of the tenants are text messages, which I have reviewed.

The landlord testified that they have not harassed the tenants or allow another renter to harass the tenants. The landlord stated that other renter has lived in the premises since 2001. The landlord stated that they have talk to both tenants and the other renter about the issued they are having between them. The landlord stated that they cannot be responsible for their behaviour and both the tenants and the other renter have been warned.

The landlord testified the DW has cut the garden hose of the upper renter, sprayed chemicals in their face and was arrested. The landlord denies that they have or that the other renter has harassed the tenants.

In support of the landlord are text messages, a witness statement from JL and a call history from the landlord to the tenants, which I have reviewed.

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 tenants have the burden of proof to prove their claim.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Both parties provided a different version of events. I have reviewed the documentary evidence of the tenants, the text messages. I find the text messages do not support harassment by the landlord and the primary issue in the text messages is the lawn.

The fact the landlord raised the issue of rent for additional occupants or possible eviction for other issues, is the landlords right under the Act to do so, this does not constitute harassment.

Further, landlord talked to the tenants and the other renter about the issues between them, if the tenants felt those were not meaningful interactions, it was more likely than not that the tenants were rejecting the landlords advice. Furthermore, I find it would have been reasonable for the tenants to make an application for dispute resolution when they made that determination.

I also find it more likely than not that the tenant DW played a large part in escalating a bad relationship with the other renter, such as cutting their garden hose in half or not cutting the lawn as required by their tenancy agreement. It was the behaviour of DW that had them arrested and later entered into a peace bond, not the landlord or the other renter.

Based on the above, I find the tenants have not met the burden of proof to establish their claim. Therefore, I dismiss the tenants' application without leave to reapply. As the tenants were not successfully, I find they are not entitled to recover the filing fee from the landlord.

Conclusion

The tenants' application is dismissed.

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 27, 2017

Residential Tenancy Branch