



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, O

Introduction

This hearing dealt with a tenant's Application for Dispute Resolution (the "Application") under the Residential Tenancy Act (the "*Act*") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement;
- an order for the landlord to comply with the *Act*, regulations or the tenancy agreement; and
- other unspecified relief.

The landlord and the tenant appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord and tenant were given a full opportunity to be heard, to present sworn testimony and make submissions. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

Preliminary and Procedural Matters

The tenant did not specify the other relief claimed in their application. Therefore, I dismiss this claim for other unspecified relief and I will only address the balance of the claims in the tenant's application.

The tenant served their application to the wrong address for the landlord. The landlord provided a correct address. I amend the tenant's application to reflect the landlord's correct address. Notwithstanding the service issues, the landlord indicated that he wished to proceed with the hearing. The landlord indicated that he had obtained a copy of the tenant's materials through the Residential Tenancy Branch. The tenant did not submit a monetary worksheet, however, the landlord indicated the he wanted to proceed with the hearing in any event.

Issues to be Decided

- Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?
- Is the tenant entitled to an order for the landlord to comply with the *Act*?

Background and Evidence

The tenant testified that a tenancy started on October 1st, 2016. The tenant testified that her portion of the rent was \$425.00. The tenant testified that she resided with one other roommate who had a rental agreement with the landlord.

The landlord testified that the property was rented to other tenants who have since moved out as of February 2017. The landlord testified that this tenant wasn't an actual tenant, but instead a squatter living in the premises with her boyfriend who promised to pay rent but didn't.

The tenant testified that on March 23, 2017 she came home to find all her belongings dumped on the lawn in the rain. The tenant is seeking compensation in the amount of \$5,000.00 as the value of her possessions that were damaged and wrecked. The tenant did not provide a monetary worksheet with a breakdown of her monetary claim. The tenant gave verbal estimates of the value of the items she described as having been damaged. The tenant did not submit any supporting documentary evidence.

The landlord denied removing the possessions as alleged or instructing anyone else to remove the possessions. The landlord testified that the current renter told him that the items are still in the property.

Analysis

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

I find that there is insufficient evidence to satisfy me that the tenant is entitled to compensation for damage or loss under the *Act*, regulation or tenancy agreement. Similarly, I find that there is insufficient evidence to satisfy me that the tenant is entitled to an order that the landlord comply with the *Act*, regulation or tenancy agreement.

In making these findings, I have taking into consideration the fact that the landlord and tenant gave opposing testimony as to whether there was a tenancy established between this landlord and tenant; and whether the landlord was responsible for damaging the tenant's property. Where the testimony differed between that of the tenant

and the landlord, there was insufficient evidence to prefer one version over that of the other. Neither party submitted any documentary evidence nor presented witnesses to support their testimony. As a result, the contradictory testimony provided by the landlord and tenant were equally compelling. As the onus is on the tenant to prove their claim, I find that the tenant has not met that onus based upon the contradictory evidence before me. For this reason, I dismiss the tenant's application.

Conclusion

The tenant's 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: June 02, 2017

Residential Tenancy Branch