



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNR MND MNDC MNSD FF

### **Introduction:**

The tenant/applicant did not attend the hearing. The landlord attended and gave sworn testimony. The landlord said the tenant served the Application for Dispute Resolution by registered mail. I find that the landlord is legally served with the Application according to section 89 of the Act. The tenant applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

a) A monetary order or rent rebate pursuant to Sections 7, 32, 33, 65 and 67 for damages suffered due to lack of maintenance and repair by the landlord.

### **Issue(s) to be Decided:**

Has the tenant proved on a balance of probabilities that they have suffered damage and loss due to act or neglect of the landlord? If so, to how much compensation have they proved entitlement?

### **Background and Evidence:**

The tenant did not attend the hearing to support his application. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced in April 2017, that monthly rent was \$800 and a security deposit of \$400 was paid. The landlord said that the tenant did not pay rent for May and complained about the cable and internet service. He said the landlord made appointments for repair and it was restored a few days later. Meanwhile, he said the tenant created a lot of problems with calls and arguments that repairs should be done immediately. The landlord said they obtained an Order of Possession in a prior hearing and when the tenant did not obey it, they had to obtain the services of a bailiff to evict him on June 12, 2017. The landlord said they have received no forwarding address from the tenant and still have the security deposit in trust.

On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

### **Analysis**

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

### **Director's orders: compensation for damage or loss**

**67** Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Section 67 of the Act does *not* give the director the authority to order a respondent to pay compensation to the applicant if damage or loss is not the result of the respondent's non-compliance with the Act, the regulations or a tenancy agreement.

The onus is on the tenant who is the applicant to prove on the balance of probabilities that the landlord through act or neglect caused his losses. I find insufficient evidence to support his application. I find the landlord's evidence credible that they made appointments for repair people to correct any problems when notified by the tenant. I find the weight of the evidence is that the landlord did not violate the Act or the tenancy agreement. I dismiss the Application of the tenant.

### **Conclusion:**

I dismiss the Application of the tenant in its entirety 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 05, 2017

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Residential Tenancy Branch