



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI, ERP, LAT, LRE, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a One Month Notice to End Tenancy for cause, to dispute a rent increase, to have the landlord make emergency repairs, to be allowed to change the locks to the rental unit, to suspend or set conditions on the landlord's right to enter, to provide services or facilities required, for a monetary order for compensation under the Act, 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.

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.

Preliminary and procedural matters

In this case, the landlords received an order of possession at a previous hearing. That order has been enforced and the tenant is no longer living in the premise. I find the only issue for me to determine is whether the tenant is entitled to monetary compensation.

Issues to be Decided

Is the tenant entitled to monetary compensation for damages?

Background and Evidence

The tenancy began on July 1, 2015. Rent in the amount of \$600.00 was payable on the first of each month. The tenant paid a security deposit of \$300.00. The tenancy ended on August 30, 2017.

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The tenant claims as follows:

a.	Monetary compensation	\$16,000.00
b.	Filing fee	\$ 100.00
	Total claimed	\$16,100.00

The tenant testified that the landlord would have parties on Sunday nights. The tenants stated that this likely due to the landlord's religion; however, it would go late into the night.

The tenant testified that they had no cold water in the summer of 2016.

The tenant testified that the landlord would enter their rental unit every day when they were not home. The tenant stated that they knew this because things would be moved and there was always a cup of tea.

The tenant testified that the landlord was constantly going through their laundry and they could only use laundry products approved of by the landlord.

The tenant testified that the landlord would only allow them to cook food that they approved of.

The landlords testified that they were never in the tenant's rental unit moving items or having tea. The landlords stated that the only reason why the tenant had limited cold water in the summer of 2016 was because the water taps that is outside the tenant's rental unit door was left on, which increased their water bill considerable. The landlords stated the tenant had to have known the water was left on.

The landlords stated the tenant is simply making up stories.

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 tenant has 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.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

In this case, both parties have provided a different version of events. I do not accept the tenant's version of events, as it does not have the ring of truth. I find it highly unlikely that the landlords would attend the rental unit when the tenant is not home to have a cup of tea.

Further, the onus is on the tenant to prove their claim. The tenant provided no supporting evidence that the landlords restricted their laundry products or the food they could cooked.

Further, the tenant was unable to explain the amount they claimed.

I find it more likely than not that the tenant is fabricating stories. I find the tenant has not proven a violation of the Act. Therefore, I dismiss the tenant's claim.

Conclusion

The tenant has failed to prove a violation of the Act, by the landlords. 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: November 22, 2017

Residential Tenancy Branch