



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT PSF RR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("the Act") for: a monetary order compensating for loss under the *Act*, regulation or tenancy agreement pursuant to section 67; an order that the landlord provide services or facilities pursuant to section 65; an order to allow the tenant to reduce rent for repairs, services, facilities agreed upon but not provided, pursuant to section 65.

Neither the tenant nor the landlord attended this hearing. Both parties were represented by an agent. Each agent was given a full opportunity to be heard however neither of the agents were able to make substantial submissions about the tenant's claim.

The landlord's agent acknowledged service of the tenant's Application for Dispute Resolution hearing package materials. The tenant's agent testified that the tenant submitted 2 pages of evidence for the hearing by mail to the landlord. The tenant's agent was not able to supply any proof of service and the landlord denied receiving the materials (the monetary order worksheet and a page with copies of 4 receipts). I will consider this evidence *in a very limited manner* below.

Preliminary

I dismiss the tenant's portion of her application seeking an order that the landlord provide certain services or facilities. It was brought to my attention that the tenant is moving out of the rental unit in less than a week as a result of being served with an Order of Possession issued by an Arbitrator of the Residential Tenancy Branch. Therefore, this portion of the tenant's claim is moot and I must dismiss this portion of the application.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for compensation (and/or a rent reduction) from the landlord for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The limited oral testimony given at this hearing from the parties indicated that this tenancy began in September 2017. I was not provided with an exact date that the tenancy began however the landlord holds a \$2100.00 security deposit that was paid by the tenant at the outset of the tenancy. The rental amount of \$4200.00 was payable on the first of each month. The landlord's agent testified that the tenant had not paid rent in full for some time and that is why the landlord sought and received an Order of Possession for the rental unit.

The tenant applied for a \$1235.00 monetary order for her costs for repairing wooden stairs, pest control services, extensive cleaning of the residence as well as a reduction to the tenant's rent as a result of no heat or hot water in the rental unit. The evidence submitted by the tenant for this hearing consists of 2 pages. Page 1 of the tenant's evidence provides a monetary worksheet indicating that the tenant seeks: \$200.00 in rent reductions; \$435.00 for pest control; \$250.00 for cleaning the home; and \$350.00 for stair repair. Page 2 of the tenant's evidence provides a copy of 4 small handwritten receipts, each with the same handwriting referencing the 4 monetary claims raised by the tenant as listed above.

The landlord testified that the tenancy should be at an end and that the tenant has fabricated these claims. However, instead of providing any substantial response to the tenant's claims, the landlord's agent chose to indicate the landlord's costs during and over the course of this tenancy. The landlord had not made an application to be considered at this hearing.

Analysis

To be successful with a claim for compensation pursuant to section 67 of the Act, a claimant needs evidence to support their claim. This evidence may include photos, witness statements, verifiable receipts, or other evidence. In this case, the tenant is required to prove that she suffered a loss. She was not at this hearing to provide testimony, she did not make written submissions and her agent testified that the tenant believed her evidence would speak for itself - she provided no submissions regarding the tenant's claim. I find that the tenant has not proven that she suffered a loss or even what type of loss she suffered with respect to each of the 4 tenancy issues she raised.

Further, I am satisfied that the tenant did not submit enough evidence, by way of testimony or a written statement to describe the loss and explain how the landlord is responsible for that loss. Her agent offered no submissions on either point. Her agent also did not explain whether the tenant spoke to the landlord about her issues before taking matters into her own hands. Did the landlord have an opportunity to address these issues? I cannot know without the tenant's evidence in some form. Finally, it is important for the claimant to explain how she minimized any loss. I am certain that the tenant would have evidence to present however no evidence was put before me at this hearing sufficient to indicate the nature of the loss and the verifiable amount of the loss, if any, incurred by the tenant and caused by the landlord.

For the reasons above, I find that the tenant did not provide sufficient evidence, in testimony or documentary materials to support her claim. I dismiss this application with leave to reapply.

Conclusion

I dismiss the tenant's application in its entirety 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 12, 2018

Residential Tenancy Branch