



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The tenant applied for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed receipt of the notice of hearing package and the submitted documentary evidence.

During the hearing the landlord or the landlord's agent was unable to provide any specific details of the landlord's monetary claim as filed. After repeated attempts, the landlord's application was dismissed as she and her agent were unable to provide any details of her monetary claim. The tenant was not able to properly respond. As such, I find that the landlord's application is dismissed with leave to reapply. The hearing proceeded on the tenant's application only.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the both the tenant's claim and the landlord's cross claim and my findings around each are set out below.

This tenancy began on February 1, 2017 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated March 2, 2017. The monthly rent was \$1,150.00 payable on the 1st day of each month. A security deposit of \$525.00 was paid on February 1, 2017.

The tenant seeks a monetary claim of \$3,130.00 which consists of:

\$630.00	Moving Costs
\$1,750.00	Loss of Wages, M.V.P.(tenant)
\$800.00	Loss of Wages, S.C.(occupant)
\$50.00	Fixing Garage Door, 2 hours @ \$25.00
\$50.00	Cleaning Stove/hood fan, 2 hours @ \$25.00
\$50.00	Fixing Kitchen light fixture, 2 hours @ \$25.00
\$100.00	Cleaning garbage/dump, 4 hours @ \$25.00
\$50.00	Install Kitchen/dining room blinds, 2 hours @ \$25.00
\$50.00	Recovery of Filing Fee

The tenant claims that they were forced to abruptly move out of the rental unit as a result of being served a notice to end tenancy issued for unpaid rent and due to poor conditions of the rental unit. The landlord disputes the tenant's claims stating that the tenant failed to pay rent and was served a 10 Day Notice dated July 7, 2017 with an effective end of tenancy date of July 13, 2017. Both parties confirmed that the tenant vacated the rental premises and returned possession of it on July 13, 2017. The tenant has submitted in support of this claim a copy of a computer printed invoice from a professional moving company dated August 11, 2017 for \$630.00.

The tenant also seeks compensation from the landlord for himself and his partner for \$1,750.00 and \$800.00 in lost wages due to moving, house hunting and the inability to perform duties. In support of this claim the tenant relies solely on photograph #48 of the tenant's documentary evidence which depicts a photograph of a computer screen. It states in part, "Days missed, are as follows: Mar.13, April 3, 4, 25, May 17, June 1, 29, and July 4." The tenant states that this is a picture of his girlfriend (A.S.) supervisor's computer screen. The landlord also disputes this claim stating that the tenant moved out voluntarily in response to the 10 Day Notice for Unpaid Rent and that the landlord is not responsible for the tenant's choice.

The tenant seeks a total of \$300.00 for

\$50.00	Fixing Garage Door, 2 hours @ \$25.00
\$50.00	Cleaning Stove/hood fan, 2 hours @ \$25.00
\$50.00	Fixing Kitchen light fixture, 2 hours @ \$25.00
\$100.00	Cleaning garbage/dump, 4 hours @ \$25.00
\$50.00	Install Kitchen/dining room blinds, 2 hours @ \$25.00

The tenant claims that an agreement was made for the landlord to reimburse him for work performed for services rendered. Both parties confirmed that there was no service in lieu of rent agreed upon. The landlord also disputed that no agreement was made for the tenant to perform these repairs for a fee. The tenant confirmed that no actual agreement was made, but that these were services rendered to the landlord's benefit and that she should be responsible for them.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, the burden lies with the tenant. On the tenant's items of claim #1-3 for moving costs and loss of wages, I find that the landlord is not responsible. Both parties confirmed that the tenancy ended as a result of a 10 Day Notice for Unpaid Rent which the tenant complied with and vacated the rental premises on July 13, 2017 as per the

notice. As such, it is clear that the tenant chose to vacate the premises and incurred the moving costs and the loss of wages claimed. In any event, the tenant failed to provide sufficient evidence of lost wages by relying solely on a photograph of a computer screen shot detailing 8 days of "Days missed..." This portion of the tenant's claim is dismissed.

On the items of claim #4-8 regarding the tenant's unpaid labour claims/"service for a fee", I find is not a tenancy matter and as such have no jurisdiction. In any event, the tenant claims that the landlord was responsible for making repairs (fixing garage door, cleaning a stove/hood fan and screens, cleaning garbage/dump and installing kitchen/dining room blinds), which the landlord failed to do. Both parties confirmed in their direct testimony that no agreement was made for labour. This portion of the tenant's claim is dismissed without leave to reapply.

Conclusion

The landlord's application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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: January 23, 2018

Residential Tenancy Branch