



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenant applied for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee. Specifically, the tenant is seeking compensation in the amount of one month's rent due to the having allegedly issued a 2 Month Notice to End Tenancy for Landlord's Use of Property.

The tenant and landlord attended the teleconference hearing. The hearing process was explained to the parties. The parties were given an opportunity to ask questions during the hearing. A support person for the tenant attended the hearing. All participants were affirmed.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to the parties.

Issue to be Decided

- Is the tenant entitled to any monetary compensation under the Act, and if so, in what amount?

Background and Evidence

The parties confirmed that a 2 Month Notice in accordance with the *Act* was not served on the tenant by the landlord. The tenant testified that he vacated the rental unit based on an email from the landlord.

Analysis

Based on the documentary evidence presented and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Test for damages or loss

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. 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 what was reasonable to minimize the damage or loss.

In this instance, the burden of proof is on the tenant to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the landlord. Once that has been established, the tenant must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the tenant did what was reasonable to minimize the damage or losses that were incurred.

Therefore, I find that the tenant has provided insufficient evidence to support that the landlord has breached the *Act*, regulation or tenancy agreement which is the first test of the test for damages or loss. Given the above, the tenant's application is **dismissed without leave to reapply** due to insufficient evidence.

Conclusion

The tenant's claim fails and is dismissed without leave to reapply.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 18, 2018

Residential Tenancy Branch