



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SRSN VENTURES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNDCT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67.

The landlord's agent ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that he was the property manager for the landlord company named in this application and that he had permission to speak on its behalf as an agent at this hearing. This hearing lasted approximately 31 minutes in order to allow both parties to fully present their submissions.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The landlord testified that the tenant was served with the landlord's written evidence package. He did not know the method or date of service. The tenant stated that she did not receive the evidence. I informed both parties at the hearing that I could not consider the landlord's written evidence package because the landlord was unable to confirm the date and method of service.

Issue to be Decided

Is the tenant entitled to a monetary award for compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Background and Evidence

Both parties agreed to the following facts. This tenancy began on April 1, 2017 and ended on September 30, 2017. Monthly rent in the amount of \$715.00 was payable on the first day of each month. A security deposit of \$357.50 and a pet damage deposit of \$357.50 were both paid by the tenant and the landlord returned both deposits to the tenant.

The tenant seeks a monetary order of \$1,000.00 from the landlord. She was unable to provide a breakdown of the above number, indicating that she thought it was appropriate for a six-month period. The tenant testified that she is entitled to compensation because the landlord's former property manager harassed her from the fourth day after she moved in until she left six months later because of him. She stated that he came into her unit, through the back door, unannounced on the fourth day into her tenancy, in order to install a refrigerator handle. She said that she installed a lock on the back door after that occurred. She explained that he posted notices to enter her rental unit but did not wait the three days for deemed service before entering, he just entered 24 hours later.

She said that the former property manager cut down her plants. She explained that he saw her talking to the police regarding an unrelated matter and sent her a letter on June 8, 2017, about having undesirable people on the property. She maintained that he told her that she could let her dog out to run around the rental property and then when the dog caused damage, he sent a letter to all dog owners at the property on June 9, 2017, which was embarrassing for her. She testified that on June 9, 2017, he sent a letter asking her not to contact the landlord's office, on June 15 he sent a letter about her dog being off the leash and he would put down her dog, on August 3 he sent a letter telling her insurance was needed on her vehicle, and on August 7 he sent another letter about the parking and he tried towing her car away. The tenant stated that the former property manager called her names, swore at her, and threatened her when she did not want to cancel a previous Residential Tenancy Branch ("RTB") hearing where she was successful in disputing a 1 Month Notice to End Tenancy for Cause. She said that she found another unit after the police advised her to leave and the former property manager gave her a lengthy cleaning checklist before she moved out and she followed it.

The landlord disputed the tenant's claim. He stated that the tenant had no proof, witnesses or statements to support her claim. He said that the landlord's former property manager quit and moved to a different location, he was not fired by the landlord. He explained that the tenant signed a mutual agreement to end tenancy on August 30, 2017 in order to vacate the rental unit by September 30, 2017. He maintained that the former property manager gave proper 24 hours' written notice, signed by him, to show the tenant's rental unit on September 6, 2017.

Analysis

When a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. To prove a loss, the tenant must satisfy the following four elements on a balance of probabilities:

- 1) Proof that the damage or loss exists;
- 2) Proof that the damage or loss occurred due to the actions or neglect of the landlord in violation of the *Act*, *Regulation* or tenancy agreement;
- 3) Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- 4) Proof that the tenant followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed.

I find that the tenant did not provide sufficient evidence to substantiate her claim and failed to satisfy the four-part test. She failed to provide a breakdown and was unable to justify the \$1,000.00 amount being claimed. She failed to show how the former property manager's letters to her regarding her tenancy were a form of harassment. It is the landlord's obligation to communicate with the tenant, preferably in writing, if there are issues regarding a tenancy. She failed to show how the landlord's efforts to repair and maintain the property, which are the landlord's obligations under section 32 of the *Act*, caused her a loss. Therefore, on a balance of probabilities and for the reasons stated above, I dismiss the tenant's claim of \$1,000.00 for a loss of quiet enjoyment, without leave to reapply.

Conclusion

The tenant's application is dismissed 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 *Manufactured Home Park Tenancy Act*.

Dated: June 29, 2018

Residential Tenancy Branch