



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, RPP,

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67 and a return of the filing fee pursuant to section 72. .

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As both parties were present service of documents was confirmed. The landlord confirmed receipt of the tenant's application for dispute resolution of May 31, 2018, Amendment to the application of July 9, 2018 and evidentiary materials though they claimed that the materials were not submitted within the timelines provided in the *Act*. As the landlord confirmed receipt, and I find that there is no undue prejudice to the parties I find that the tenant's documents were sufficiently served in accordance with section 71 of the *Act*.

### Issue(s) to be Decided

Is the tenant entitled to a monetary award as claimed?

Is the tenant entitled to recover the filing fee from the landlord?

### Background and Evidence

Both parties provided little evidence pertinent to the present application. Instead, the parties focused their testimony on airing general and past grievances about the other. The landlord testified about the tenant's criminal behaviour and her history of breaking back into the rental unit after the tenancy ended. The tenant testified about general hardships she has experienced since the tenancy was ended. The tenant submitted

into evidence a Monetary Order worksheet that list various items she believes were incurred as a result of the landlord. The tenant did not provide any documentary evidence in support of the items claimed nor did she give testimony about the details of her claims.

### Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. 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 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. The claimant also has a duty to take reasonable steps to mitigate their loss.

I find that the tenant has provided insufficient evidence in support of her claims. The tenant failed to articulate what action or negligence of the landlord she believes was a violation. The tenant submitted items and figures without any documentary evidence to show that these are actual losses suffered. I find that the tenant has given insufficient evidence to support any portion of her claim. Consequently, I dismiss the tenant's application in its entirety.

### 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 *Residential Tenancy Act*.

Dated: July 23, 2018

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Residential Tenancy Branch