



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

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;
- 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 that the tenant served the landlord in person (via his agent) on May 20, 2018. Both parties also confirmed that the tenant served the landlord in person (via his agent) on June 19, 2018 with the submitted documentary evidence. The landlord confirmed that no documentary evidence was submitted. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served with the notice of hearing package and the submitted documentary evidence as per section 90 of the Act.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for compensation 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 applicant's claim and my findings are set out below.

The tenant seeks a monetary claim of \$7,750.00 which consists of:

\$750.00	3 windows, glass door
\$4,200.00	Rent Paid for un-livable suite
\$2,800.00	Pre-Paid Rent, not returned after tenancy ended

The tenant clarified that his above noted claims were for the purchase of materials (\$750.00) and installation services (\$7,000.00) in lieu of rent, not pre-paid rent or rent paid to the landlord.

The landlord disputes the tenant's claims stating that no such agreement was made.

The tenant clarified that the agreement was made verbally and is unable to provide any other supporting evidence.

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 tenant has claimed that a verbal agreement was made with the landlord to purchase materials (3 windows and a glass door) and his installation services in lieu of rent in the amount of \$7,750.00. The landlord has disputed this claim. The tenant argued that this was a verbal agreement and that there was no supporting evidence. As such, I find on a balance of probabilities that the tenant has failed to provide sufficient evidence of an agreement for the purchase of materials and installation services in lieu of rent. The tenant's application is dismissed 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 *Residential Tenancy Act*.

Dated: July 19, 2018

Residential Tenancy Branch