



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, RP, MNDCT, MNRT, MT, PSF, OLC, OPT

Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- an Order of Possession of the rental unit pursuant to section 54;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- more time to make an application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 66;

An agent of the landlord did not attend this hearing, although I waited until 11:12 a.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 11:00 a.m.

The tenant attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Rules 7.1 and 7.3 of the Rules of Procedure provides as follows:

Commencement of the hearing - The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

The tenant gave undisputed testimony that they personally served the Application for Dispute Resolution (the Application) and her evidence to an agent of the landlord on June 14, 2018. In accordance with sections 88 and 89 of the Act, I find that the landlord was duly served with the Application and evidence

At the outset of the hearing the tenant submitted that she is no longer living in the rental unit and is only pursuing the monetary claims in her application.

Residential Tenancy Branch Rules of Procedure, Rule 2.3 states that, if, in the course of the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

As the tenant gave undisputed testimony that she is no longer living in the rental unit and the majority of her claims are no longer applicable, I am exercising my discretion to dismiss all issues other than the monetary claims identified in the tenant's application, without leave to reapply.

Issues to be Decided

Is the tenant entitled to a monetary order for the cost of emergency repairs to the rental unit pursuant to sections 33 and 67?

Is the tenant entitled to a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67?

Background and Evidence

The tenant gave undisputed testimony that this tenancy began on June 01, 2017, with a monthly rent of \$464.00, due on the first day of each month with a security deposit in the amount of \$375.00. The tenant submitted that the tenancy recently ended as she was moved to a different rental unit the day before the date of the hearing.

Relevant documentary evidence that the tenant provided is a copy of a work order from the landlord for door repair dated November 14, 2017.

The tenant submitted that, due to a faulty door lock, the tenant had various items stolen and someone entered her suite, without permission, which has caused her anxiety.

The tenant also submitted that her toilet was not functioning properly.

The tenant maintained that she is seeking compensation for the reduction in value of her tenancy due to repairs needed as well as for the stolen items.

The tenant stated that they are also seeking compensation from the landlord for the cost of the emergency repair of the door.

Analysis

Pursuant to section 67 of the Act, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. In this case, 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 tenants 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 has not provided any evidence to establish that have suffered any loss under the *Act*. The tenant has not provided any receipts for the cost of her emergency repairs or any evidence of items stolen from her rental unit.

I further find that the evidence that the tenant did submit is incomplete as the work order shows the door being attended to but does not have any other information as to how long the door was faulty or what the exact issue was with the door.

As I have found that the tenant has not provided any evidence to establish their claim, the tenant's request for compensation for loss under the *Act* and for the cost of emergency repairs is dismissed, without leave to reapply.

Conclusion

The tenant's Application is dismissed in its entirety, 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: August 02, 2018

Residential Tenancy Branch