



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding S.U.C.C.E.S.S. HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, OLC, RP, LAT, RR

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;
- an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order requiring the landlords to make repairs to the rental unit, pursuant to section 33;
- authorization to change the locks to the rental unit, pursuant to section 70;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

The individual landlord ("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 housing services manager and that he had permission to speak on behalf of the landlord company named in this application (collectively "landlords"). This hearing lasted approximately 35 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlords' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenant's application and the tenant was duly served with the landlords' written evidence package. The landlord stated that he already had the inspection report from the City and had no objection to me considering it, even though he did not receive

a copy from the tenant. Therefore, I considered the report at the hearing and in my decision.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the name of the landlord company. The landlord consented to this amendment during the hearing.

At the outset of the hearing, the tenant confirmed that she was vacating the rental unit, so she was not pursuing her application, except for the monetary order. I notified her that the remainder of her application was dismissed without leave to reapply.

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

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of the respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's claims and my findings are set out below.

Both parties agreed to the following facts. Monthly rent in the current amount of \$296.00 is payable on the first day of each month. A security deposit of \$485.00 was paid by the tenant and the landlords continue to retain this deposit.

The tenant said that her tenancy began on September 1, 2013, while the landlord said it began on July 1, 2013. The tenant claimed that she paid a pet damage deposit of \$230.00, while the landlord denied same.

The tenant seeks a monetary order of \$190.00. She said that there have been mice that have chewed through everything in her rental unit. She claimed that the landlords failed to complete repairs for two years, and the mice have caused a toxic smell in her unit. She stated that this is the reason why she is moving to another unit in a different building away from the rental unit. She seeks \$100.00 to replace the carpet due to the mice, stating that she received verbal rather than written quotes from professionals. She seeks \$90.00 for food, including fruits and vegetables, that she said she had to

throw away due to the mice eating her food. She said that she did not keep her grocery receipt after shopping only two days prior for \$150.00 worth of groceries.

The landlord disputes the tenant's claims, stating that she has no proof or breakdown for her claims. He said that the tenant did not make any written complaints to the landlords in the two years that she claimed to have problems. He claimed that the landlords completed pest control in the rental unit using two companies, one of which he did not know was not licensed in the City, but that will be getting a license there soon.

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. 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 landlords 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 monetary claim and failed to satisfy the four-part test. She was unable to justify the \$190.00 amount being claimed. Therefore, on a balance of probabilities and for the reasons stated below, I dismiss the tenant's claim of \$190.00 without leave to reapply.

The tenant did not provide a monetary order worksheet or a breakdown for the \$190.00. The tenant did not provide sufficient written documentation such as receipts, invoices or estimates to support her claim. She did not provide a written estimate for the carpet replacement. She did not provide a receipt for her purchase of groceries or show what grocery items she lost.

The tenant did not apply for the return of her security deposit from the landlords but mentioned it during the hearing. I notified both parties that the tenant's security deposit was to be dealt with at the end of the tenancy in accordance with section 38 of the *Act*.

Conclusion

The tenant's entire 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: September 24, 2018

Residential Tenancy Branch