



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHINATOWN
FOUNDATION MAY WAH HOUSING
CORPORATION
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 two agents, landlord HF ("landlord") and "landlord AL," 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 landlord and that landlord AL was his agent and that both had permission to represent both landlord companies named in this application at this hearing (collectively "landlords"). This hearing lasted approximately 41 minutes.

During the hearing, I asked the tenant if she required an adjournment of the hearing in order to obtain an English language interpreter to assist her with the hearing. The landlord suggested that the tenant obtain one. The tenant affirmed that she wanted to proceed with the hearing without an English language interpreter and she did not require an adjournment. The landlord stated that it was difficult understanding the tenant but the tenant said that she was able to understand English properly. Both parties and I were required to repeat and rephrase information in order to accommodate both parties' ability to understand each other during the hearing.

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 landlords were duly served with the tenant's application.

Preliminary Issue –Inappropriate Behaviour by the Tenant during the Hearing

Rule 6.10 of the RTB *Rules of Procedure* states the following:

6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing

Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator's direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.

Throughout the conference, the tenant yelled at me, interrupted me and argued with me. I cautioned the tenant multiple times to stop interrupting me and yelling at me. I asked her to allow me to speak so that I could effectively conduct the hearing. I notified her that I would give her a chance to speak and present her case, as well as respond to mine and the landlord's questions. I repeatedly cautioned her that I would disconnect her from the hearing if she did not stop her interruptions. The tenant continued with her disruptive and inappropriate behaviour throughout the entire hearing.

At one time, I had to engage the "lecture mode" function on the telephone system so that I could speak and both parties could hear me but they could not respond to me while I was speaking. Despite this, the tenant continued interrupting me. However, I allowed the tenant to attend the full hearing, despite her disruptive and inappropriate behaviour, in order to provide her with a full opportunity to present her application and respond to the landlord's comments.

I caution the tenant to not engage in the same inappropriate and disruptive behaviour at any future hearings at the RTB, as this behaviour will not be tolerated and she may be excluded from future hearings. In that event, a decision will be made in the absence of the tenant.

Issue to be Decided

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

Background and Evidence

While I have turned my mind to the tenant's 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. This tenancy began on April 15, 2012. The landlords continued the month-to-month tenancy when they purchased the rental unit in June 2017. Monthly rent in the amount of \$375.00 is payable on the first day of each month. A written tenancy agreement was signed by both parties. The tenant continues to reside in the rental unit.

The tenant seeks a monetary order of \$35,000.00. She said that she was advised by an information officer at the Residential Tenancy Branch ("RTB") that she could apply for a monetary order of up to \$35,000.00 maximum, so she did. She explained that she was given leave to reapply for a monetary order at a previous RTB hearing but she did not provide a copy of this previous decision. She stated that at the previous hearing she won her application to cancel the landlords' 1 Month Notice. She claimed that because she won the previous hearing, where the landlords accused her of having too many occupants in her rental unit and tried to charge her extra money for these extra occupants, the landlords owe her money.

The tenant explained that the landlords should pay for her living expenses including \$10,000.00 "emergency cash" and \$15,000.00 for government and personal loans to live in Canada. She said that the landlords caused her stress and she had to go to the hospital but she was unable to provide these records because she had no time to do so. She maintained that she required \$2,500.00 to repair the floor, sink and window, \$3,500.00 to paint and professionally clean her room, \$3,000.00 for a bed and table, and \$1,100.00 for a repair charge and "luck, old products." The tenant confirmed that she did not complete any of these repairs or cleaning but that the landlords should pay her to do so.

The landlords disputed the tenant's entire application. The landlord maintained that the tenant was misinformed by the RTB that she could just claim for \$35,000.00. He stated that the tenant did not complete any repairs, and that the landlords completed repairs to the tenant's leaking sink when it was required. He explained that the landlords have always responded fairly and properly when the tenant requests repairs in her rental unit.

He stated that the landlords never charged the tenant for having additional occupants in the rental unit, they simply wanted her to talk to them if she was having additional occupants residing in her rental unit. He confirmed that the landlords were a charity foundation that were not making money from the tenant's rental, but that they were operating at a deficit by providing these housing services to the tenant and others at the rental property.

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 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.

On a balance of probabilities and for the reasons stated below, I dismiss the tenant's entire application without leave to reapply.

The tenant has not suffered any monetary losses. The tenant did not provide any receipts, invoices or estimates to prove her losses. The tenant did not provide any hospital records to show that she suffered health issues because of the landlords. The tenant has not incurred any costs for cleaning, repairs, painting or furniture because she has not done any of this work in her rental unit. The tenant's own expenses for emergency cash, government and personal loans are her own. They have nothing to do with the landlords. The tenant is required to pay her own living expenses to live and she did not incur these costs because of the landlords.

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: March 18, 2019

Residential Tenancy Branch