



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MCLAREN HOUSING SOCIETY OF  
BC and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCT OLC PSF AAT O

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act") for a monetary order in the amount of \$846.00 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, for an order directing the landlord to provide services or facilities required by the tenancy agreement or law, for an order directing the landlord to provide access to the unit or site for the tenant or their guests and other unspecified relief.

The tenant and an agent for the landlord MP ("agent") attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence in documentary form prior to the hearing and to provide testimony during the hearing. Only the evidence relevant to my decision has been included below. Although the tenant had a witness during the hearing, JS ("witness"), the witness was not called by the tenant during the hearing to provide testimony.

Neither party raised any concerns regarding the service of documentary evidence during the hearing. I find the parties were sufficiently served as a result as both parties confirmed having been served with documentary evidence and having the opportunity to review that evidence prior to the hearing.

### Preliminary and Procedural Matters

At the outset of the hearing, the parties confirmed the tenant has since vacated the rental unit since filing their application on May 23, 2019. As a result, I find all aspects of the tenant's claim are now moot, with the exception of the monetary claim. Therefore, I

dismiss all aspects of the tenant's application, with the exception of the monetary claim, without leave to reapply as the tenancy has already ended. Given the above, I will consider only the tenant's monetary claim at this proceeding.

In addition to the above, the parties confirmed their email addresses at the outset of the hearing. The parties confirmed their understanding that the decision would be emailed to both parties.

### Issue to be Decided

- Is the tenant entitled to money owed for compensation for damage or loss under the *Act*?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The parties signed the tenancy agreement on August 21, 2018. The parties confirmed that the start date listed on the tenancy agreement was September 1, 2018 and that the tenant was permitted to move in early and not pay any rent for the period of August 21-31, 2018, inclusive.

The tenant testified that the landlord had him sign the tenancy agreement and incoming Condition Inspection Report ("CIR") before seeing the rental unit. The agent denies both allegations by the tenant. The agent testified that she interviewed the tenant on August 2, 2018, and that during the interview he requested a unit with a bathtub. The agent indicated that most units have showers but was able to offer the tenant as of August 21, 2018, a rental unit with a bathtub and that the tenant signed the tenancy agreement as a result and the tenancy began. Regarding the incoming CIR, the agent testified that the landlord does not fill out and complete the CIR without the tenant present and would never do so and did not do so in this matter.

The tenant confirmed during the hearing that the unit he was provided does have a bathtub. The tenant claims his monetary claim is made up of \$423.00 for being made to sign the tenancy agreement before being shown the rental unit, and \$423.00 for being made to sign the incoming CIR before being shown the rental unit. The agent confirmed that the rental unit matches the tenancy agreement signed by the tenant and that the tenant agreed to rent the rental unit he was provided.

The tenant claims he has to clean the rental unit and provided evidence that he found some tax papers in a drawer that belonged to someone else. The tenant failed to indicate how he arrived at the amounts being claimed, other than to say the two amounts add up to the security deposit of \$856.00.

### Analysis

Based on the above, and on a balance of probabilities, I find the following.

#### *Test for damages or loss*

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this instance, the burden of proof is on the tenant to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the landlord. Once that has been established, the tenant must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the tenant did what was reasonable to minimize the damage or losses that were incurred.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Based on the above, I find the tenant has failed to provide sufficient supporting evidence in support of his entire monetary claim and has failed to meet all four parts of the test for damage and loss. Consequently, I find the tenant's claim has no merit and fails in its entirety. Therefore, I dismiss the tenant's application in full without leave to reapply due to insufficient evidence.

Conclusion

The tenant's application is dismissed in full without leave to reapply due to insufficient evidence.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 8, 2019

---

Residential Tenancy Branch