



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

FFT MNDCT RP RR

### Introduction

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

- An order for repairs pursuant to section 33;
- Authorization to reduce the rent for this tenancy pursuant to section 67;
- A monetary award for damages and loss pursuant to section 67; and;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The landlord did not attend this hearing which lasted approximately 10 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The tenants appeared and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The tenants testified that they personally served the landlord with their notice of hearing and evidence on November 19, 2019. Based on the testimony I find that the landlord was served with the tenant's materials on that date in accordance with sections 88 and 89 of the Act.

At the outset of the hearing the tenants testified that they have vacated the rental unit and withdrew the portions of their application pertaining to an ongoing tenancy.

### Issue(s) to be Decided

Are the tenants entitled to a monetary award as claimed?

Are the tenants entitled to recover their filing fee from the landlord?

### Background and Evidence

The tenants testified that this periodic tenancy began in November 2019 and ended in December 2019 when they vacated the rental unit. The monthly rent was \$1,200.00 payable on the first of each month.

The tenants submit that there were cockroaches and ants in the rental unit and they felt the suite was uninhabitable. The tenants seek a monetary award in the amount of \$1,650. The tenants submitted into documentary evidence several close up photographs of various insects.

### 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.

I find that the tenants have not met their evidentiary onus. I find the testimonies and the photographs to be insufficient to establish that there has been any violation on the part of the landlord that would give rise to a monetary award. The tenants' submissions consist of subjective complaints and indistinct photographs showing some insects. I find that this falls far short of establishing that there has been a violation by the landlord that has resulted in any damage or loss.

As the tenants have failed to meet their evidentiary onus their claim is dismissed.

### Conclusion

The tenants' claim 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: January 10, 2020

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Residential Tenancy Branch