



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT, FFT

### Introduction

This hearing was convened as a result of the Applicant's Application for Dispute Resolution, made on December 4, 2019 (the "Application"). The Applicant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage or compensation; and
- an order granting recovery of the filing fee.

The Applicant and the Respondent attended the hearing at the appointed date and time. At the beginning of the hearing, the parties acknowledged receipt of their respective application package and documentary evidence. No issues were raised with respect to service or receipt of these documents during the hearing. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules of Procedure). However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

1. Is the Tenant entitled to a monetary order for damage or compensation, pursuant to Section 67 of the *Act*?
2. Is the Tenant entitled to recover the filing fee, pursuant to Section 72 of the *Act*?

### Background and Evidence

The parties agreed to the following; the tenancy began on February 1, 2019. The parties had a verbal agreement surrounding the payment of rent. The Applicant stated that he was required to pay rent in June of 2019 in the amount of \$500.00 as he occupied a room in the rental house. The respondent stated that the Applicant agreed to perform a renovation on a mobile home which was located on the rental property in lieu of rent.

The parties agreed that the Respondent would reimburse the Applicant for materials relating to the renovation. The Applicant did not pay a security deposit and the tenancy ended on September 1, 2019.

The Applicant is claiming \$9,450.00 relating to the outstanding balance owed to the Applicant by the Respondent for the cost of labour and construction materials. The Applicant stated that he completed the renovation on the mobile home in June 2019. The Applicant stated that he decided to vacate the rental unit on September 1, 2019 as he felt the Respondent's dogs were causing him issues.

The Respondent stated that she reimbursed the Applicant \$5,500.00 for materials while the Applicant had only provided her receipts totalling in the amount of \$4,000.00. The Respondent stated that the parties never agreed that the Applicant would be compensated for his labour.

### Analysis

Based on the oral testimony and documentary evidence, and on a balance of probabilities, I find:

In relation to the monetary compensation sought by the Applicant, Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

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 for in sections 7 and 67 of the *Act*. Pursuant to Residential Tenancy Policy Guideline #16 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 case, the burden of proof is on the Applicant to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Respondent. Once that has been established, the Applicant must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Applicant did what was reasonable to minimize the damage or losses that were incurred.

Section 2 of the tenancy Act outlines what the Act applies to;

*Despite any other enactment but subject to section 4 [what this Act does not apply to], this Act applies to tenancy agreements, rental units and other residential property.*

In this case, I find that the Applicant's Application for monetary compensation relates to a verbal agreement between the parties surround compensation for labour and cost of materials for a renovation that was performed by the Applicant to the Respondent's property.

I find that the Applicant's Application relates to an employment dispute as opposed to a tenancy dispute. I find that the Act does not apply to this dispute, therefore, I declined to proceed due to a lack of jurisdiction and the Applicant's Application is dismissed without leave to reapply.

#### Conclusion

I decline to proceed due to a lack of jurisdiction, and the application is dismissed without leave to reapply. The parties should seek legal advice from their respective lawyers as to how to resolve this dispute.

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: April 30, 2020

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Residential Tenancy Branch