



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RRP, MNDCT, MNRT, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant filed under the Residential Tenancy Act, (the “Act”), to request the return of their personal property, for a monetary order for compensation for my monetary loss or other money owed, for the recovery of their cost of emergency repairs that I made during the tenancy, and to recover the filing fee for this application. The matter was set for a conference call.

Both the Landlord and Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary Matter – Settlement

The parties agreed during these proceedings that the Tenant will pick up the box of personal possession they left at the rental unit. The parties agreed that the Tenant will attend the rental property this evening to pick up the box that was left in the rental unit at the end of this tenancy.

Preliminary Matter – Issue Removed

During the hearing, the Tenant clarified their claim, that they are seeking a monetary order for moving cost and the cost of a taxi home from the hospital.

The Tenant confirmed that they did not complete emergency repairs to the rental unit during this tenancy. I find that there is no requirement in this hearing to determine regarding the recovery of cost for emergency repairs made by the Tenant. I will proceed with the Tenant's application regarding their request for a monetary order for damage or compensation under the *Act*, and the recovery of the filing fee.

Issues to be Decided

- Is the Tenant entitled to a monetary order for compensation for my monetary loss or other money owed?
- Is the Tenant entitled to the recovery of the filing fee for this application?

Background and Evidence

The Tenant testified that the tenancy began on January 1, 2019, the Landlord disagreed, testifying that the tenancy started May 1, 2019. The Parties agreed that the rent had been \$450.00 per month and was to be paid by the first day of each month. The parties also agreed that the Tenant paid a \$225.00 security deposit. Both parties agreed that there was no written tenancy agreement for this tenancy.

The Tenant testified that the Landlord had not provided them with a safe and secure place to rent and that they had to go to the hospital due to another renter, living at the rental unit, attacking them. The Tenant is requesting the recovery of their cost to take a cab home for the hospital, in the amount of \$75.00, and their moving cost, in the amount of \$450.00, from the Landlord.

The Landlord testified that they disagreed with the Tenant's claims and that they did not owe any money to the Tenant.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

During the hearing, I heard contradictory testimony from both parties regarding events of this tenancy and what agreements had been reached between these parties.

In cases where two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making a claim has the burden to provide sufficient evidence over and above their testimony to establish their claim. In this case, it is the Tenant who holds the burden of proof to support their claims.

I have reviewed the Tenant's entire application, and I find that the Tenant has not provided any documentary evidence to support their claim. I find there is an absence of physical evidence that would outweigh the contradictory verbal testimony of the parties, in this case.

Therefore, I find that the Tenant has not proven sufficient evidence to support their claim for compensation under the *Act*, and I dismiss the Tenant's application.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenant was not successful in their application, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for their application.

Conclusion

I dismiss the Tenant's application for compensation under the *Act*.

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: May 26, 2020

Residential Tenancy Branch