



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Act* for:

- a monetary order for money owed or compensation for damage or loss under the *Act, Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issues to be Decided

Is the tenant entitled to a monetary order as claimed?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

The tenant gave the following testimony. The tenant testified that she lived in the subject unit for 22 years and moved out in June 2019. The tenant testified that she always paid her rent in full. The tenant testified that she did many upgrades while living in the unit and regular maintenance. The tenant testified that there was a "oral agreement" in place for this work. The tenant testified that she has raised the value of the home and now seeks to be compensated for all her labour, materials and efforts in the amount of \$6450.00. The tenant testified that she painted numerous times, kitchen and bathroom renovation, door replacement and other miscellaneous jobs over the

years. The tenant testified that she did not file an application during her tenancy as she was afraid, she would be evicted.

The landlord testified that there was never an agreement for her to be compensated for any of the work that she did. The landlord testified that many of the items the tenant seeks compensation for were not required items and that he at no point agreed to the compensation of said work. The landlord testified that the tenant did not approach him to discuss this matter at any point and only became aware of her intentions when he received the paperwork for this hearing.

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 provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

Both parties agreed that there was not a written agreement in place to address services and repairs or compensation of said work. Although the tenant feels that she should be entitled to some compensation, she has not provided sufficient evidence to satisfy the four factors as outlined above, specifically what if any steps to mitigate the amount. In the tenant's own testimony, she did not bring this issue up until six months after she moved out of a 22 year tenancy, some of the work dating back 20 years. Based on the above and the insufficient evidence before me, I hereby dismiss the application in its entirety.

Conclusion

The tenant's application is dismissed in its entirety 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: June 16, 2020

Residential Tenancy Branch