



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR MNDCT

Introduction

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

- A monetary award for damages and loss pursuant to section 67; and
- Authorization to reduce the rent for repairs, services or facilities agreed upon but not provided pursuant to section 66.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

As both parties were present service was confirmed. The landlord confirmed receipt of the tenant's materials and testified that they had not served any documents. Based on the testimonies I find the landlords were served with the tenant's materials in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Is the tenant entitled to a monetary award as claimed?

Is the tenant entitled to a reduction in rent for this tenancy?

Background and Evidence

The tenant submits that this periodic tenancy began in April 2018 and ended February 2020. The monthly rent was \$800.00 and the tenant believes the agreement included use of the garage and tools found on the rental property. There was no written tenancy agreement.

The tenant submits that they overpaid the monthly rent for a period of time when they had additional guests staying with them in the rental unit. The tenant further submits that from November 2019 onwards they were prevented from accessing the heat in the rental unit and the garage. The tenant also makes a claim for mental/emotional distress. The tenant submits into evidence a letter they drafted in support of their monetary claim.

The landlord disputes that there is any basis for a monetary award in the tenant's favour.

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.

The onus to establish their claim on a balance of probabilities lies with the applicant as set out in Residential Tenancy Rule of Procedure 6.6.

In the present case I find the tenant has not establish their monetary claim on an evidentiary basis and their application is bereft of details or evidence in support.

The tenant claims that they voluntarily provided additional payment to the landlord for guests who were staying with them during the tenancy. The tenant provided no documentary evidence in support of this payment being made. In any event, if this payment was volunteered by the tenant and not something that was requested or required by the landlord, I find that there is no breach on the part of the landlord that would give rise to a monetary claim.

I find little evidence that any services or facilities were withheld by the landlord. I do not find the tenant's submission that their access to the garage was blocked to be supported in the materials.

I find little evidence that the tenant suffered any losses due to the actions or negligence of the landlord. I find the tenant's submissions to be lacking in substance or details and not supported in the documentary evidence. The tenant's testimony lacks an air of believability and their submissions are refuted by the landlord. I find, on a balance, that the tenant has not established a basis for their claim.

Consequently, I dismiss the tenant's application in its entirety without leave to reapply.

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: July 9, 2020

Residential Tenancy Branch