



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC, OLC, MNDCT, CNR**

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to section 46.

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 parties each confirmed the receipt of the respective materials. Based on the testimonies I find each party duly served 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 this tenancy has ended. The tenants withdrew the portions of their application seeking to cancel the notices to end tenancy and an order that the landlord comply.

Issue(s) to be Decided

Are the tenants entitled to a monetary award as claimed?

Background and Evidence

This periodic tenancy began May 1, 2020. Monthly rent was \$1,500.00 payable on the first of each month. The tenancy agreement provides that water and free laundry services are included in the rent but no other utilities. The rental unit is a suite in a detached home. No one else resides in the rental building.

The tenants seek a monetary award of \$889.64 which they say is what they paid for heat, electricity and internet for the whole building.

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 established any portion of their monetary claim. They seek the cost of utilities despite the written tenancy agreement clearly indicating that utilities are not included in the monthly rent nor that the landlord has any obligation to contribute to their payment. The tenants seek reimbursement of utilities but have not submitted any invoices showing that the figure claimed is what was paid towards utilities or that it has any basis in reality. I find that the tenants have not demonstrated that they have incurred any losses due to a violation on the part of the landlord, or that the amount they seek has any evidentiary basis.

As the tenants have failed to establish their claim on a balance of probabilities, I dismiss it in its entirety without leave to reapply.

Conclusion

The portion of the tenants' claim pertaining to a monetary award is dismissed without leave to reapply.

The balance of the claim is withdrawn and 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: November 12, 2020

Residential Tenancy Branch