



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT

### Introduction

This hearing dealt with the tenant's application pursuant to section 67 of the *Residential Tenancy Act* (the "Act") for a monetary award for damages and loss.

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. The named respondent was represented by an agent (the "landlord").

Both parties disputed that they were served with the materials.

The tenant claimed that they served the named respondent with their application and materials in person. The landlord disputed that any materials were served. While the tenant provided no details of service nor any documentary evidence to support their claim as the tenant's application consists of a basic claim and minimal documentary evidence I find little prejudice to the landlord to proceed with the hearing pursuant to Residential Tenancy Rule of Procedure 3.17 and find the tenant's materials sufficiently served in accordance with section 71 of the *Act*.

The landlord said they were not served with the tenant's materials and came to learn of the hearing through a courtesy email from the Residential Tenancy Branch. The landlord said that they served the tenant with their evidence at the service address provided on their application by registered mail sent on February 19, 2021. The landlord provided a valid Canada Post tracking number as evidence of service. The tenant disputed receiving anything from the landlord. Based on the evidence, while the landlord's materials were not served in accordance with the timelines provided in the Residential Tenancy Rules of Procedure, much of the materials are either irrelevant to the matter at hand or materials which the tenant would reasonably have seen prior to the

hearing such as tenancy documents they signed. As such, I find little prejudice to the tenant or any breach in the principles of nature and find the landlord's evidence sufficiently served in accordance with section 71 of the *Act*.

### Issue(s) to be Decided

Is the tenant entitled to any monetary award as sought?

### Background and Evidence

The tenant submits that they paid \$1,690.00 as rent for the period of November 5, 2020 to December 5, 2020. The tenant says they also paid a security deposit of \$500.00. The tenant says that they found the rental unit to be uninhabitable and moved out after 2 days. The tenant now seeks a return of the balance of the rent paid and a return of their deposit.

The tenant provided lengthy testimony regarding how they believe they were deceived by online advertisements for the rental unit, the landlord's conduct and behaviour, various complaints about the condition of the rental unit, hostile interactions with the named respondent, their agent and others. The tenant also submits that they were not provided with copies of either the tenancy agreement or the condition inspection report they signed at the start of the tenancy. The tenant submitted into evidence a copy of some online correspondence and a photograph of what appears to be a cute dog. The tenant made reference to other pieces of evidence but nothing more was submitted.

The landlord clarified that the tenancy agreement provides that the landlord for the tenancy is a corporate entity which employs the named respondent.

### Analysis

The onus is on the applicant to establish their claim on a balance of probabilities.

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 the tenant's submissions, while lengthy and passionate, to be bereft of cogent details that it is insufficient to meet their evidentiary burden. I find the tenant's litany of complaints to not be supported in any documentary evidence and have little air of reality. I find the single page of undated correspondence with a party who is not the named respondent to be of little probative value. I find the single photograph of the small dog to be adorable but of no relevance to the matter at hand. The tenant alluded to other documentary materials none of which was provided for this hearing. I find that the tenant's subjective grievances does not give rise to a basis for a monetary claim.

I find that the tenant has not met their evidentiary burden and consequently dismiss their application in its entirety without leave to reapply.

### Conclusion

The tenant's application is 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: February 25, 2021

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Residential Tenancy Branch