



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT, RP, LAT, RR, OLC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held on April 12, 2021. The Tenant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlord and the Tenant both attended the hearing. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. The Landlord acknowledged receipt of the Tenant's application. However, the Tenant did not submit any evidence, nor did she submit a monetary worksheet.

The Tenant confirmed receipt of the Landlord's evidence package. I have accepted and considered oral testimony from both parties.

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 Matters

The Tenant acknowledged that she applied for several issues, but stated that her priority at this hearing was her application for a rent reduction and for monetary compensation. The Tenant suggested that most of the repair issues were dealt with already, which is why she is seeking compensation at this point.

Since some of the issues on the Tenant's application were not sufficiently related to one another, I have severed off the unrelated claims.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, and hearing from the Tenant with respect to her priorities at this point, I determined that the most pressing and related issues deal with whether or not the Tenant is entitled to monetary compensation. As a result, I exercised my discretion to dismiss all of the grounds the Tenant applied for, with leave to reapply, with the exception of the following claim:

- Is the Tenant entitled to a monetary order for damage or loss under the Act or is she entitled to a rent reduction for past or future rent?

#### Issue(s) to be Decided

- Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss or for a rent reduction?

#### Background and Evidence

Both parties provided a substantial amount of conflicting testimony during the hearing. However, in this review, I will only address the facts and evidence which underpin my findings and will only summarize and speak to points which are essential in order to determine the issues identified above. Not all documentary evidence and testimony will be summarized and addressed in full, unless it is pertinent to my findings.

The Tenant stated that she has lived in this apartment since November 1, 2019, and monthly rent is \$850.00 per month, due on the first of the month. The Landlord confirmed this was accurate.

The Tenant provided no documentary evidence, nor did she provide a monetary worksheet speaking to any of the amounts she put on her application form. The Tenant applied for the following monetary related items on her application:

- 1) \$1,000.00 – Costs she incurred to buy a carpet shampooer, cleaning supplies, furniture and towel damage
- 2) \$5,100.00 – Rent reduction for “severe” mould and rust problem, and for being without plumbing for 4 months

During the hearing, the Tenant was asked to explain her claim, including what happened, when, and why she ought to be entitled to the above amounts. The Tenant provided a generally confusing and unclear explanation regarding all of these matters. The Tenant generally alleges that she has been harassed by the Landlord, stalked by the caretaker, that there have been issues with her plumbing (which she did not elaborate on), issues with mould in the unit, a leak in the roof. The Tenant alleges that she and her cat got sick because of the mould, and she wants to be compensated via a rent reduction for her loss of use due to the poor living conditions. The Tenant did not elaborate any further on any of her claim, and although she says she had evidence, she did not provide it, and she did not explain why she did not provide it.

The Landlord stated that this whole claim is slanderous, and that the Tenant is distracting from the actual issue which started all of this, non-payment of rent. The Landlord denies harassing or stalking, or doing anything improper. The Landlord stated that the Tenant has not paid rent for 7 months, and had tried to make up reasons not to pay, including asking for repairs, and rent reductions. The Landlord stated none of this application makes any sense because they were only made aware of a minor drainage issue, and a complaint about the heating, which they addressed right away in the fall of 2020. The Landlord indicated that they believe this whole claim is an abuse of the process.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

In this instance, the burden of proof is on the Tenant to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Landlord. Once that has been established, the Tenant must then provide evidence that can verify the value of the loss or

damage. Finally it must be proven that the Tenant did everything possible to minimize the damage or losses that were incurred.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Having reviewed the evidence and testimony on this matter, I note the Tenant has provided zero documentary evidence to substantiate any of her expenses, her losses, or what may have occurred. I found the Tenants explanation as to what she was owed, and why was unclear and difficult to follow. The Landlord appeared equally unsure about why this claim was filed. Ultimately, with no documentary evidence, and a poor, unclear explanation as to what happened, when, and what her losses were, I find the Tenant has failed to sufficiently establish her claim and prove any portion of her application, or how any of the 4 part test above was met.

The Tenant's application is dismissed, without leave to reapply.

### Conclusion

The Tenant's application is dismissed, in full, 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: April 12, 2021

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Residential Tenancy Branch