



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for damage or compensation under the Act of \$154.90, and a monetary order for the return of her \$600.00 security deposit.

The Tenant and an agent for the Landlord, G.M. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. The Agent said the Landlord had received the Application and the documentary evidence from the Tenant and had reviewed it prior to the hearing. The Agent confirmed that the Landlord had not submitted any documentary evidence to the RTB or to the Tenant for consideration in this matter.

Preliminary and Procedural Matters

The Tenant provided her email address in the Application and she confirmed this in the hearing. The Agent provided an email address for the Landlord in the hearing. They both confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Is the Tenant entitled to a Monetary Order, and if so, in what amount?

Background and Evidence

The Parties agreed that the periodic tenancy began on April 1, 2014, with a starting monthly rent of \$1,100.00, due on the first day of each month. They agreed that the rent at the end of the tenancy was \$1,200.00. The Tenant initially said that she paid the Landlord a security deposit of \$600.00; however, during the hearing, the Tenant said that she had actually paid \$550.00, as that is half the amount of the starting rent. She confirmed that she paid the Landlord no pet damage deposit. The Agent denied that the Tenant paid any security deposit at the start of the tenancy. The Parties agreed that the tenancy ended when the Tenant moved out on February 29, 2020.

#1 Tenant's Claim for Monetary Loss or Other Money Owed → \$154.90

The Tenant explained this claim as follows:

In October [2019] there ended up being a plumbing leak into the basement, and it was leaking into the carpets. [The Landlord] got a hold of a company who set up industrial fans and left them blowing for a straight week without fixing the issue, so I ended up with a huge Hydro bill.

The Agent said:

It wasn't all week; it was three days. He had a blower fan to dry out the carpet for three days. So, we thought \$154.00 was a little excessive. I don't know what she has to compare it to get that number. So, you have copy of 2018 to compare it to the amount you're claiming now. When I run my air conditioner all summer it comes to \$40.00.

The Tenant said:

I used last year's hydro bill and it shows it on there. And I talked to BC Hydro, and they said from your last year to this year this is the difference. If you look on the left side pf the Hydro bill, it shows 49% increase since usage last year.

The Agent said:

I'm sure that the fans did use a certain amount of energy to dry the carpets, and if she had evidence that she paid more electricity for three days of fans that caused this, we're willing to compensate.

#2 Return of security deposit → \$550.00

The Tenant's next claim was for the return of her \$550.00 security deposit from the Landlord. However, the Agent denied that the Tenant ever paid a security deposit to the Landlord. As such, I asked the Tenant how she knows she paid this, and she said: "I paid cash for the security deposit, because myself and a gentleman was moving in and we went in half and half in cash."

I asked the Tenant if she had a receipt from the Landlord for this payment. The Tenant said:

I know I have receipts, but I've moved three times since I've been in that place. When I spoke to the advocate, I couldn't even find my tenancy agreement. I know I've got the tenancy agreement and receipts, but it's packed up right now.

The Agent said: "There was no damage deposit paid. If she has a receipt, we'd like to see it."

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

As set out in RTB Policy Guideline #16, "The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party claiming compensation to provide evidence to establish that compensation is due."

#1 Tenant's Claim for Monetary Loss or Other Money Owed → \$154.90

The Parties agreed that a plumbing leak resulted in the carpets in the rental unit being dampened with water. I find that there is no evidence before me indicating that the Tenant did caused the plumbing leak, and as a result, I find that she was not responsible for the damp carpeting. I find that the Landlord took the required steps to return the carpets to their dry condition, as soon as possible.

In terms of the Tenant's electricity bill, I note that it runs for a two-month period, during which time the industrial fans were running for three to five days. The Parties did not identify the specific days during which the fans were running. Further, the Tenant did not point out any indication on the electricity bill that shows a spike in electricity usage for a three to five-day period, during which time the fans were running.

I find that there could have been any number of reasons why the electricity was higher during this two-month period; therefore, I find that the Tenant has not provided sufficient evidence to establish that running the industrial fans was the sole cause of the increased electricity bill. I find there is insufficient evidence before me as to how much extra electricity the fans used. Accordingly, I dismiss this claim without leave to reapply.

#2 Return of security deposit → \$550.00

The Tenant said she had receipts for this tenancy, but that they were packed up in boxes. The Tenant said that she paid half of the security deposit and that a gentleman with whom she was living paid the other half. The Tenant did not provide a statement from this gentleman confirming the security deposit payment, nor did she provide a receipt obtained from the Landlord. After considering the evidence before me overall, I find that the Tenant did not provide sufficient evidence that she paid a security deposit to the Landlord. As a result, I dismiss this claim without leave to reapply.

Conclusion

The Tenant is unsuccessful in her Application for compensation from the Landlord, as she did not provide sufficient evidence to prove her claims on a balance of probabilities. As a result, I dismiss this Application without leave to reapply.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 05, 2021

Residential Tenancy Branch