



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT FFT

### Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

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 corporate landlord was represented by their agents. The tenant was represented by their family member (the "tenant").

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served 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 recover the filing fee from the landlord?

### Background and Evidence

This periodic tenancy began on April 1, 2018 and ended December 31, 2020. Monthly rent at the end of the tenancy was \$1,330.00 payable on the first of each month. The rental unit is a suite in a multi-unit rental building.

There was a previous hearing under the file numbers on the first page of this decision. The tenant's application for a monetary award was dismissed with leave to reapply at that time. The tenant has refiled their application and seeks a monetary award of \$20,000.00.

The tenant submits that they suffered a significant loss of quiet enjoyment of the rental unit due to the landlord's failure to deal with issues including noise from a neighboring occupant, infestation of rats, cockroaches and other vermin, damage to personal property and time spent pursuing the past and present applications. The tenant submits into documentary evidence some photographs of the unit with handwritten notes, handwritten submissions and photographs of internet reviews of the rental building in support of their application.

The tenant gave lengthy rambling testimony complaining about the tenancy, the landlords and various deficiencies they perceived in the rental property. The tenant complained about the quality and behaviour of the other occupants of the rental building, the state of repair of the property and hardships endured as a result of their tenancy.

### 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 tenant has failed to establish any portion of their claim on a balance of probabilities. The tenant's submissions consist of subjective complaints and disparaging remarks about the landlord. I find a handful of poor quality photographs to be of little probative value in establishing that there are issues with the rental building. In any event I find little evidence that the tenant reported any deficiencies to the landlord in a timely manner.

I find the tenant's complaints to have little air of reality. If the tenant was experiencing difficulties as they claim it would be reasonable that there would be some documentary evidence of correspondence or complaints. I find the undisputed fact that the tenant occupied the rental unit for over 2 years to be difficult to reconcile with the tenant's position that the suite was so infested as to be nigh unlivable.

Taken in its entirety I find the submissions of the tenant to be hyperbolic, histrionic, not supported in the documentary evidence and have little air of reality.

Based on the totality of the evidence I am unable to find that there has been any breach on the part of the landlord that would give rise to a monetary award. I find the tenant has failed to establish any portion of their claim on a balance of probabilities and consequently I dismiss the 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: January 18, 2022

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Residential Tenancy Branch