



# 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 landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67; and
- an order authorizing the landlord the recovery of the filing fee for this application from the landlord pursuant to section 72.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

Are the tenants entitled to a monetary award arising out of this tenancy?

Are the tenants entitled to the recovery of the filing fee?

### Background, Evidence

The tenants gave the following testimony. BB testified that the one-year tenancy began on November 1, 2020 but ended early on February 1, 2021. BB testified that the monthly rent of \$2100.00 was due on the first of each month and at the outset of the tenancy the landlord collected a security deposit of \$1050.00 and a pet deposit of \$1050.00, both of which have been returned. The tenants provided the following as noted on their application as to why the tenancy ended early:

*“The landlords failed to provide us with a copy of the strata's bylaws and rules. Within 90 days of learning of a contravention, we exercised our right to end our tenancy agreement, without penalty. We are seeking compensation for our moving expenses from the landlord.”*

BB testified that at the outset of the tenancy the landlords advised that they were able to have two cats. BB testified that they later learned that they were only entitled to have one pet. EC testified that they did not receive the bylaws of the strata for several months as the landlord failed to provide them. The tenants request \$696.65 for their moving costs and the recovery of the \$100.00 filing fee for this application.

RK gave the following testimony on behalf of the landlords. RK testified that the tenants were told at the beginning of the tenancy that only one cat was permitted but they added another one without permission. RK testified that the tenants signed the “Form K” acknowledging all the strata bylaws and agreed to abide by them. RK testified that he questions the validity of the invoice submitted as it appears to be missing vital information.

### 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 provide **sufficient evidence of the following four factors**; the existence of the

damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. I address the landlords claim and my findings as follows.

The tenant's application fails for the following reason. The tenants failed to provide sufficient evidence to support their position that they could have more than one pet. In addition, and the most important point is that they signed the "Form K" knowing that they had to abide by the rules of the strata on October 26, 2020; prior to moving in. The tenants cannot now state that they weren't aware of the rules or bylaws of the building. Based on the above, the tenants have failed to provide sufficient evidence to prove their claim, accordingly; I dismiss their 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: February 03, 2022

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Residential Tenancy Branch