



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRT, MNDCT

Introduction

In this application for dispute resolution, the tenant applied on April 19, 2022 for:

- compensation for the cost of emergency repairs made during the tenancy; and
- compensation for monetary loss or other money owed.

The hearing was attended by the landlord's agent ("the landlord"), their interpreter, and the tenant. Those in attendance were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

Neither party raised an issue regarding service of the hearing materials.

Preliminary Matter

In the description of the tenant's claim to be paid back for the cost of emergency repairs made during the tenancy, the tenant wrote that she was seeking compensation for physical and mental damage as she had to go to emergency after being physically assaulted by the landlord and his wife.

Emergency repairs are those made to the rental unit which are necessary for the health and safety of anyone or for the preservation or use of the residential property. As this is not what was described in the tenant's claim, I dismiss her claim for the cost of emergency repairs.

Issue to be Decided

- 1) Is the tenant entitled to additional compensation for monetary loss or other money owed?

Background and Evidence

The parties agreed on the following particulars of the tenancy. It began October 16, 2021, rent was \$520.00 at the beginning of the tenancy, and was due on the first of the month.

The tenant testified that at the end of the tenancy rent was \$550.00, and she was seeking compensation in the amount of \$479.00, for the return of a portion of the March 2022 rent. The tenant testified she was assaulted by the landlord and his wife on March 5, 2022, and that as she vacated the rental unit following the assault, she is seeking \$479.00 for rent from March 6–31, 2022.

The tenant testified that after she returned from the hospital, she found all of her belongings piled on the bed, which she thought meant she must move out. The tenant testified she was not sure who did it, but that it was obvious it was the landlord and his wife.

The landlord testified he did not ask the tenant to move out and did not touch her belongings.

Analysis

Section 67 of the Act and [Policy Guideline 16](#) provide that if damage or loss results from a party not complying with the Act, the regulations, or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party. In this case, the onus is on the tenants to prove entitlement to a claim for a monetary award.

Policy Guideline 16 states:

It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

The tenant testified that she was physically assaulted by the landlord and his wife on March 5, 2022.

The tenant testified that upon returning to the rental unit after being in the hospital, she found her belongings piled on her bed. The tenant assumed this was done by the landlord and his wife, and thought this indicated she must move out.

The tenant submitted that because she vacated the rental unit on March 5, 2022, she is seeking to recover \$479.00 in rent for March 6–31.

The landlord testified that he did not ask the tenant to move out.

I find, on a balance of probabilities, that the tenant has failed to prove that damage or loss resulted from the landlord not complying with the Act, the regulations, or the tenancy agreement, as required by section 67 of the Act.

Therefore, I find she is not entitled to compensation.

Conclusion

The tenant's claim is dismissed.

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: December 14, 2022

Residential Tenancy Branch