



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes

Tenant: MNRT, MNDCT, MNETC, MNEVC, RPP, FFT
Landlord: MNRL-S, MNDL

Introduction

The Tenant filed an Application for Dispute Resolution (the “Application”) on May 5, 2023 seeking compensation:

- for the cost of emergency repairs they made during the tenancy
- for monetary loss/other money owed
- because tenancy ended from Landlord’s Two Month Notice to End Tenancy and Landlord did not use the rental unit for the stated purpose
- related to a fixed-term tenancy with a requirement to vacate at the end of the term
- for the cost of the Application filing fee.

The Tenant also applied for the return of their personal property from the Landlord.

The Residential Tenancy Branch scheduled the matter for a hearing on September 1, 2023 pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”).

The Landlord filed a subsequent separate Application on May 29, 2023. They seek to recover a rent amount unpaid by the Tenant, and compensation for damage caused by the Tenant, and the filing fee. With the Tenant’s Application already in place, the Residential Tenancy Branch crossed this Landlord’s Application to that of the Tenant.

The matter proceeded to the scheduled hearing on September 1. The Tenant and the Landlord both attended the hearing, and I provided each with the opportunity to present oral testimony.

Preliminary Matter – service of evidence

In the hearing, the Landlord confirmed they received the Notice of Dispute Resolution Proceeding from the Tenant; however, they received no evidence from the Tenant.

The Tenant did not prove service of their evidence to the Landlord through registered mail or any other means. For this reason, I exclude the Tenant's evidence from consideration in this matter. I listened to the Tenant's testimony in the hearing and, as stated to the parties in the hearing, that in itself is a form of evidence in this matter.

The Tenant stated they received the Landlord's Notice of Dispute Resolution Proceeding. The Landlord provided no evidence for this matter.

Issues to be Decided

Is the Tenant entitled to a compensation pursuant to s. 67 of the *Act*?

Is the Landlord obligated to return the personal property of the Tenant?

Is the Tenant eligible for reimbursement of the Application filing fee?

Is the Landlord entitled to compensation for unpaid rent and/or other money owed?

Is the Landlord eligible for reimbursement of the Application filing fee?

Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this section.

The Tenant presented that they moved in “many years prior”, then clarified that the date was May 11, 2019. The Tenant listed the amount of rent at \$550, and a security deposit of \$260. The Tenant did not present a signed tenancy agreement, and stated there was not a signed agreement in place during the tenancy. In the hearing, the Tenant stated the rent amount was \$520, and the Landlord agreed.

On the Landlord’s Application, they listed the security deposit amount of \$260, and as part of their Application listed the rent amount of \$550.

i. the Tenant’s Application

The Tenant presented there were a number of issues during the tenancy. They had to abandon the house and were not able to retrieve the keys from the Landlord. They had not returned to the rental unit since April 13 or 14, 2023. Though the Tenant stated they wished to have an order from the Residential Tenancy Branch that they have a key, they stated they did not wish to return to the rental unit property.

The Tenant provided the amount of \$35,000 as the amount they are seeking for compensation from the Landlord.

In their statements in the hearing, the Tenant stated that they paid rent right up until the time they left, in mid-April 2023.

Aside from this, the Tenant repeated in the hearing that the Landlord threatened to kill them, and they had to barricade themselves in their room every night. They also described the Landlord’s attempt to burn down the rental unit property. Others at the rental unit property were assaulting each other as well as the Tenant. On the Tenant’s Application, they provided the following:

- \$35000.00 is not enough for the damages done 2,000,000.00 is for the entire thing. See Evidence! I had to flee from my house due to extreme safety risk and this is no ordinary situation. It was well organized attack they been planning this for a while. The Landlord, House Owner, Roommate and the RCMP was all working together and was behind the Attempted Murder Cover up and the Attempted Murder. RCMP was even trying to get me to flee town trying to use scare tactics.
- \$35000.00 is not enough for the damages done 2,000,000.00 is for the entire thing. See Evidence! I have pictures and a video of what was left behind. The Supreme Court of Canada will deal with it

- \$35000.00 is not enough for the damages done 2,000,000.00 is for the entire thing. See Evidence! Due to extreme safety situations I had to flee from my house. I had to store my things in a storage container, flee from the house due to extreme situations. RCMP was involved!

The Tenant provided that they had personal property, and listed specific items in the hearing. They were not able to take these items, consisting of furniture, with them when they left, placing other items they owned into storage. They were not aware whether the items were still at the rental unit property or whether the Landlord had given them away. On their Application, they listed the items of missing property as follows:

- I have pictures and a video I will give it if required and the Supreme Court of Canada will be getting the evidence. How do you replace a cat? The levels they took things this is a whole new level of torture. When RCMP cover up attempted murder, allow the attacker to remain in your house knowing he wants to harm and kill even admitted that he wants to inflict harm on me and did harm me. I'm sorry I am already taking it to the courts on RCMP doing shocking acts. The SCC knows the situation.

ii. the Landlord's Application

On their Application, the Landlord provided each of the amounts for unpaid rent (\$550), cleaning (\$235), and the Application filing fee (\$100). They noted that the Tenant left and the end of April 2023 without proper notice to the Landlord. Further, the Tenant apparently left the room in a mess.

In the hearing, the Landlord stated "I don't recall" when I tried to understand exactly which month was unpaid as alleged. The Tenant in the hearing confirmed with their bank information that they paid an etransfer amount of \$550 on March 30, 2023.

In the hearing, the Landlord stated that they paid an invoice from the caretaker for this cleaning. That invoice does not appear in the Landlord's evidence.

Analysis

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this section.

I am not fully informed of the details of the tenancy agreement; however, I accept, based on the Landlord's confirmation, that the Tenant paid a security deposit of \$260.

In the hearing the Landlord agreed to the amount of \$520 as the rent amount, and the Landlord did not provide this basic piece of information on their Application.

In deciding on the Tenant's Application, I am bound by what the *Act* provides for in a dispute resolution proceeding of this kind. The Tenant appears to be seeking some compensation based on the number of incidents that occurred over the course of this tenancy. I am not certain of the veracity of the Tenant's account of these incidents; the Tenant did not present in a logical fashion, and I had difficulty following the Tenant's submissions.

Under s. 7 of the *Act*, a landlord or tenant who does not comply with the legislation or their tenancy agreement must compensate the other for damage or loss. Additionally, the party who claims compensation must do whatever is reasonable to minimize the damage or loss. Pursuant to s. 67 of the *Act*, I shall determine the amount of compensation that is due, and order that the responsible party pay compensation to the other party.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

When evaluating the Tenant's submission and evidence, I find the amount of \$35,000 is not quantified. That is to say, the amount of \$35,000 is an arbitrary amount, and does not reflect tangible measurable damage. It appears the Tenant indicated this number as that amount being the maximum of what the *Act* grants authority for compensation in a dispute resolution proceeding of this type.

I find the Tenant did not establish the value of the damage or loss. I find the Tenant is making this claim in this amount of \$35,000.00 just because of a combination of hardships they endured from this tenancy. As noted above, I do not accept the Tenant's version of events as fact. Given the non-linear fashion in which the Tenant presented, I question their recall of events, and the impact thereof. What the Tenant claims here is not a calculated, or even estimated, amount. There is no reference to comparable claims for injury or infliction of hardship; therefore, there is no base amount

from which to gauge an amount of compensation. As such, I find the Tenant has not established the value of the damage or loss to them.

Furthermore, the Tenant referred to many different people in their account. I am not satisfied that any hardship the Tenant endured was the result of the Landlord breaching the *Act* or any agreement the parties had in place. That basic piece of information just is not present in the Tenant's account. For this secondary reason, I dismiss the Tenant's claim for compensation.

I find the Tenant was not successful in this Application; therefore, I grant no reimbursement of the Application filing fee to them.

The *Act* authorizes me to order a return of personal property that still may be retained by a landlord unjustly. I find the Tenant here made statements in the hearing that were vague, and I did not receive information clearly that they want certain personal property returned. The Tenant appeared to accept that they would not be receiving these items back. I make no order for the Landlord to return any property of the Tenant because the Tenant did not describe the situation accurately, nor did they make clear statements that they actually want the items they so named. I find the Tenant expressed that certain of their items were left behind; however, I find that, going forward, the Tenant would not have the capacity to retrieve these items (if the Landlord did keep them), and it would impose further hardship on the Landlord to arrange with the Tenant for their return. I dismiss this piece of the Tenant's Application without leave to reapply.

The same four points of consideration set out above apply to the Landlord's Application for compensation. In the hearing the Landlord was not able to present clearly which month was not paid by the Tenant – this type of information was not present in the form of clear accounting from the Landlord. The Landlord did not present clearly on when precisely they were meant to receive rent from the Tenant. The Landlord was not able to list monthly payments received; for this type of claim, I find this information is strictly required to prove the veracity of their claim. The Landlord did not overcome the burden of proof to show that a rent amount was outstanding.

The Landlord presented that a maintenance person cleaned the rental unit after the Tenant left; however, there is no proof thereof. The Landlord did not prove the value of that expense, if it actually existed. As such, it exists as nothing but a number that the Landlord listed on their Application, without proof. I dismiss this piece of the Landlord's Application.

Because the Landlord was not successful on their Application, I grant no reimbursement of the Application filing fee.

I order the return of the security deposit amount of \$260, in full, to the Tenant as soon as possible. I provide a Monetary Order to the Tenant for that amount in its entirety.

Conclusion

For the reasons above, I dismiss the tenant's Application in its entirety and without leave to reapply.

For the reasons above, I dismiss the Landlord's Application in its entirety and without leave to reapply.

I order the Landlord to repay to the Tenant the amount of \$260. I grant the Tenant a Monetary Order for this amount. The Tenant may file this Monetary Order in the Provincial Court (Small Claims) where it will be enforced as an order of that Court.

I make this decision on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: September 4, 2023

Residential Tenancy Branch