



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

### Dispute Codes:

CNR, MNDC

### Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application to set aside a Notice to End Tenancy for Unpaid Rent and for a monetary Order for money owed of compensation for damage or loss. The Tenant stated that she has moved from the rental unit and she withdrew her application to set aside a Notice to End Tenancy.

Both parties were represented at the hearing. They were provided with the opportunity to present oral evidence, to ask questions, and to make submissions to me.

The Tenant stated that she does not believe she served any evidence on the Landlord. The Agent for the Landlord #2 stated that he believes the Landlord submitted evidence to the Residential Tenancy Branch but he does not know if this evidence was served on the Tenant. The Tenant stated that she did not receive any evidence from the Landlord. As neither party can establish service of evidence in regards to these proceedings, no evidence is being accepted in relation to these proceedings.

### Issue(s) to be Decided

The issue to be decided is whether the Tenant is entitled to a monetary compensation of \$6,120.00, pursuant to section 67 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The Landlord and the Tenant agree that the Tenant moved into the rental unit on June 01, 2010 and that she moved out of the unit on February 16, 2011.

The Tenants is seeking financial compensation, in the amount of \$6,120.00, as she believes her neighbours have been periodically entering her rental unit since the beginning of her tenancy. She stated that while she is in the shower she has heard people in her rental unit or felt a cold breeze from the door to her rental unit opening, although she never exited the shower to ascertain who was in the unit. She stated that she is aware that people have been entering her unit because they switch her coffee with an inferior brand of coffee and they remove food from the stove. She stated that

she has reported the incidents to the Landlord and that the Landlord has changed the locks to the rental unit on two occasions.

The Agent for the Landlord #2 stated that the Landlord has changed the locks to the rental unit, at the request of the Tenant, on three occasions; that the only people who had keys to the rental unit were the Tenant and the Agent for the Landlord #1; and that they have no reason to believe that neighbours are entering the rental unit.

### Analysis

There is a general legal principle that places the burden of proving that damage or loss occurred on the person who is claiming compensation, not on the person who is denying the compensation. In these circumstances, the burden of proving that the Landlord has contributed to the Tenant's loss of the quiet enjoyment of the rental unit rests with the Tenant.

I find that the Tenant has submitted insufficient evidence to show that neighbors are entering her rental unit. In reaching this conclusion, I was strongly influenced by the fact that the keys to the rental unit have been changed at least two times since this tenancy began and that the Tenant still believes that people are entering the rental unit; that the Tenant provided no reasonable or logical explanation of how neighbors would enter her rental unit since she and the Agent for the Landlord #1 are the only persons with keys to the rental unit; that she nor either Agent for the Landlord has ever witnessed any unauthorized persons in the rental unit during this tenancy; and by the absence of evidence to show that the Tenant's perception that someone has been in her rental unit and/or that those persons moved items in her rental unit are based on reality.

I find that the Landlord acted reasonably and responsibly to the Tenant's concerns that someone was entering the rental unit when they changed the locks at least two times after this tenancy began.

### Conclusion

As the Tenant has failed to establish that the Landlord has contributed to a breach of the Tenant's right to the quiet enjoyment of her rental unit or that the Landlord failed to take appropriate actions to protect the Tenant's right to the quiet enjoyment of her rental unit, I dismiss the Tenant's claim for compensation.

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 23, 2011.

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Residential Tenancy Branch