



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with an application by the tenant for a monetary order. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The tenancy began on July 1, 2011 and ended on June 30, 2012. The tenants were obligated to pay \$870.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$435.00 security deposit.

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,

3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I address the tenants' claims and my findings around each as follows.

**First Claim-** The tenant is seeking \$100.12 for a hydro bill. The bill the tenants submitted was for \$130.06 and was in the landlords' name. I made three attempts at having the tenants explain this discrepancy but they were unable to. The tenants did not specify why they felt they were entitled to this amount. The landlord disputed this claim. The tenant's have not provided sufficient evidence to support this portion of their claim and accordingly I dismiss this portion of their application.

**Second Claim –** The tenants are seeking \$120.00 for the replacement of a bookshelf. The tenants stated that on December 3, 2011 a water leak occurred in their unit and that the shelf was damaged from mould growth. The landlord acknowledges that a leak occurred but was repaired in a prompt and efficient manner and disputes that any damage occurred. As noted above, a party must provide proof of any out of pocket costs. The tenants have not provided sufficient evidence to support this portion of their claim and I therefore dismiss this portion of their application.

**Third Claim –** The tenant is seeking the recovery of relocation fees in the amount of \$3450.00 and the recovery of three months' rent of  $\$870 \times 3 = \$2610.00$  for a total of \$6060.00. The landlord adamantly denies this portion of the tenants claim. I asked the tenants on three separate occasions to explain this portion of their claim. The tenants were very distracted throughout the hearing and often gave an answer to a question that was not asked. I attempted repeatedly to have the tenants explain their rationale for the amount sought and the basis for it. The tenants offered disjointed, confusing and contradictory explanations. When I asked the tenants questions as direct as how much

rent they had paid for this suite the tenants would engage in conversations with each other and didn't seem quite sure what the amount was. I am unable to rely on the tenants confusing and contradictory testimony or the insufficient evidence as provided. In addition, the tenants were unable to provide sufficient evidence that the landlord had neglected their duties. I dismiss this portion of the tenant's application.

The tenants have not been successful in their application and are not entitled to the recovery of the filing fee.

### Conclusion

I dismiss the tenant's application 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: April 22, 2013

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Residential Tenancy Branch

