Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Union Gospel M Housing Society & The Orchard Town House Complex
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   MNR, MNDC

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order. The hearing was conducted via teleconference and was attended by the tenant; her translator and two agents for the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for the cost of emergency repairs and for compensation for damage or loss, pursuant to Sections 33, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on September 20, 2011 for a month to month tenancy beginning on October 1, 2011for a monthly rent of $375.00 due on the 1st of each month.

The tenant submits that within the first 6 months of her tenancy she had experienced carpet problems; pest control problems; humidity and mould problems and that all of these issues had caused her respiratory problems.

She states that the landlord had installed a new ventilation system and when they did her walls and carpets would get wet anytime it rained. She states there was a problem with the roof and that it took years for the landlord to change the roof but even after this she still had problems and water still came into her bathroom.

The tenant submits that regardless of any work completed she continued to have these problems for years and until November 2013. At that the landlord and tenant agreed to have the tenant move to a new rental unit.

The tenant submits, in her Application for Dispute Resolution, that as a result of these problems she has had to replace her bedroom suite at a cost of $1,000.00; she had to have the carpets cleaned at a cost of $100.00 and she had to have her hydro; satellite and security camera moved at a total cost of $310.00. In the hearing the tenant testified

that she also incurred additional costs for mail re-direction and internet and phone changes.

The landlord testified that a review of the tenant's file shows that none of these issues had ever been reported prior to his start date in July 2012. The landlord also testified that he had attended the unit on one occasion and the carpet was wet but he was never able to determine a cause. In addition, he testified that agreed to allow the tenant to move to a new unit because it was a larger unit and the tenant had informed the landlord she was pregnant.

Analysis

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.

Much of the evidence presented to me consisted of disputed testimony and different versions of events. Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their version of events.

From the evidence and testimony provided, I find the tenant has failed to provide any evidence that the landlord has violated the *Act*, regulation or tenancy agreement. As such, I find the tenant she has failed to provide any evidence that she has suffered a loss as a result of any actions and/or neglect by the landlord.

Conclusion

Based on the above, I dismiss the tenant's Application in its entirety.

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 21, 2014

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Residential Tenancy Branch