



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Stanmar Services Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

This hearing dealt with an application by the tenant for a monetary order for money owed or compensation for damage or loss under the Act, regulation or the tenancy agreement. . 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 tenant gave the following testimony:

The tenancy began on March 1, 2013 and ended on July 31, 2013. The tenants were obligated to pay \$1050.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$525.00 security deposit and \$525.00 pet deposit, both of which have been returned. During the hearing the tenant advised that she is seeking \$1050.00 not \$2100.00 as reflected in her application. The tenant is seeking \$1050.00 for loss of quiet enjoyment from June 7- July 31, 2013. The tenant stated that the tenants directly below her moved in on June 1, 2013. The tenant stated that from June 7, 2013 to the end of her tenancy; the tenants below her were constantly partying, making loud noises, slamming doors, loud arguing, would rev the motors of their vehicles at all hours of the

day and night and were constantly breaching the peace. The tenant stated that she had to have the police attend on four occasions to deal with the tenants below her. The tenant stated that she confronted the tenants herself on two occasions however they did not change their behaviour. The tenant stated that the landlords were very responsive to her complaints but she feels the value of her tenancy was decreased as a result of these people.

The landlord gave the following testimony:

The landlord stated that he was in agreement with the tenants' testimony during this hearing. The landlord stated that the tenants below the subject tenant were bad tenants. The landlord stated that he had his security consultant attend several times to verbally warn the tenants. The landlord stated that written notice was also given to the tenants to correct their behaviour. The landlord stated that the tenants that he had rented the unit to had taken on several other occupants that he did not authorize. The landlord stated that when he became aware of this he served the tenants with a One Month Notice to End Tenancy for Cause on July 3, 2013 with an effective date of August 31, 2013. The landlord stated the tenants did move out on August 31, 2013. The landlord stated that he was sympathetic to the tenants concerns but said he could not expedite the matter any quicker than what the law allows. The landlord stated that he followed the law and acted within the guidelines of the law.

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.

The tenant has not satisfied me of the four grounds required to be entitled to a monetary order for compensation specifically ground #2. I find that the landlord was pro-active in dealing with the problem tenants and did so in timely, responsive and decisive manner in accordance with the Residential Tenancy Act. Based on all of the above and on the balance of probabilities, I dismiss the tenants' application in its entirety.

### Conclusion

The tenants' application 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: March 03, 2014

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Residential Tenancy Branch

