



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing dealt with the tenant's application for monetary compensation. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on March 1, 2012 and ended in November 2013.

In April 2012, the landlord purchased and installed a new washer and dryer in the rental unit. In April 2013 the tenant sent the landlord a note requesting compensation for damage that the washer and dryer did to her housecoat, a small towel and two blouses.

The tenant's evidence was that when she used the new washer and dryer, her \$60 velour housecoat had a big rip in it, there was permanent residue left on her blouses, the dryer got so hot that it melted two blouses, and there was a hole in a mat. The tenant submitted black and white photocopies of the washer and dryer, and what appear to be a bathrobe and a towel with holes in them. The tenant claimed compensation of \$90. The tenant did not provide evidence of the value or age of the items that were damaged, or a breakdown of the claim.

The landlord's response was as follows. The tenant complained about the washer because it was front-loading and did not use as much water as a top-loading washer. The landlord stated that they gave the tenant the instruction book for the washer and dryer, but they were not sure what heat cycle the tenant had the dryer set at. When the landlord received the tenant's complaint, they called the retailer where the washer and dryer were purchased. The sales representative provided an opinion that the damage the tenant described could not have been done by the washer and dryer. The landlord purchased an identical washer and dryer for their other rental unit, and a new tenant moved into the tenant's unit. The landlord has not received any complaints from either tenant about the washers and dryers.

Analysis

It is difficult to determine, in this case, whether there was a problem with the washer and dryer which caused the damage to the tenant's laundry, or whether the damage was caused by the tenant's use of the machines. However, the tenant, as applicant, has the burden of proof to establish her claim, and I find that she has failed to provide sufficient evidence to establish that the alleged damage was caused by the washer and dryer. Furthermore, the tenant did not provide sufficient evidence to establish the age or value of the damaged items, or give a breakdown of the monetary amount claimed for each individual item.

As the tenant's application was not successful, she is not entitled to recovery of the filing fee for the cost of her application.

Conclusion

The tenant's 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: May 2, 2014

Residential Tenancy Branch