



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution filed on April 8, 2014, by the Tenants to obtain a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the Tenants met the burden of prove to be awarded a Monetary Order?

Background and Evidence

The undisputed evidence was that the parties entered into a written tenancy agreement for a month to month tenancy that commenced on May 1, 2013 and ended April 30, 2014 after the Tenants were served a 1 Month Notice for cause. The Tenants were required to pay rent of \$575.00 on the first of each month and the Tenants paid \$287.50 as the security deposit.

The Tenants testified that they had amended their application as required to include their request for a monetary order of \$1,700.00. They stated that they are seeking compensation from the Landlord to pay for their move (\$200.00 rental), the security

deposit at their new place (\$500.00), plus their first month's rent (\$1,000.00). The Tenants confirmed they did not provide evidence for the amounts they were claiming.

The Tenants stated that they were entitled to the compensation because the Landlord failed to take action after they made numerous verbal complaints about: (1) how the other tenants were treating them; (2) problems being caused by the other tenants; (3) the Landlord's failure to complete requested repairs; (4) problems with the unit being dirty at the beginning of the tenancy; and (5) the Landlord continued to send the same repair person to the rental unit despite the Tenants' complaints about that person. The Tenants indicated that all their complaints were done verbally or by text messages.

The Landlord confirmed receiving a copy of the amended application showing a claim of \$1,700.00. He disputed the Tenants' testimony and testified that his documentary evidence provides evidence in support of his position that the Tenants are not entitled to compensation.

The Tenants acknowledged receipt of the Landlord's evidence and questioned why the complaint letters were written on May 2nd, which is after the date they had already moved out.

Analysis

A party who makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided for in sections 7 and 67 of the *Residential Tenancy Act*. Accordingly an applicant must prove the following when seeking such awards:

1. The other party violated the Act, regulation, or tenancy agreement;
2. The violation caused the applicant to incur damage(s) and/or loss(es) as a result of the violation;
3. The value of the loss; and
4. The party making the application did whatever was reasonable to minimize the damage or loss.

Only when the applicant has met the burden of proof for all four criteria will an award be granted for damage or loss.

In this case the Tenants argued that the Landlord breached the Act by not attending to their complaints about other tenants, lack of repairs, and concerns about repair contractors. The Landlord disputed all allegations in his written submission and provided a statement from the contractor which indicates the Tenants behaviour was at issue while he was at the unit.

In the case of verbal testimony when one party submits their version of events, in support of their claim, and the other party disputes that version, it is incumbent on the party making the claim to provide sufficient evidence to corroborate their version of events. In the absence of any evidence to support their version of events or to doubt the credibility of the parties, the party making the claim would fail to meet this burden.

In the absence of documentary evidence, such as written requests for repairs, receipts or proof that the Tenants were required to move for any other reason other than being issued a 1 Month eviction Notice for cause; I find the Tenants provided insufficient evidence to meet all four criteria of the test for damage or loss, as listed above. Accordingly, I dismiss the claim, without leave to reapply.

Conclusion

I HEREBY DISMISS the Tenant's claim, 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: May 30, 2014

Residential Tenancy Branch

