



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRT

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67; and

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord acknowledged receipt of evidence submitted by the tenant. The landlord did not submit any documentation for this hearing. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Issue to be Decided

Is the tenant entitled to a monetary order for compensation for loss or damage under the Act, regulation or the Act?

### Background, Evidence

The tenant's testimony is as follows. The tenancy began on March 1, 2019 and is ongoing. The tenant testified that when he first moved in, he noticed that the kitchen sink had a leak in the spout. The tenant testified that he advised the landlord of the issue and was told that he would get to it when he had time. The tenant testified that on October 16, 2019 the spout broke off and water was spraying all over the place. The tenant testified that he tried to turn off the water, but the supply line also needed some repairs. The tenant testified that he had to use vice grips to pinch the line to reduce the flow as the shut off valves didn't work. The tenant made a call to the landlord and asked him to fix it. The tenant testified that the landlord told him not to call him late at night and

hung up on him. The tenant testified that he called a plumbing company to come fix the problem which cost him \$282.00.

The landlord gave the following testimony. The landlord testified that the tenant lied throughout the hearing. The landlord testified that the tenant never advised him of the plumbing issue until months after he had already repaired it. The landlord testified that he shouldn't have to pay anything as he wasn't given an opportunity to address the issue. The landlord testified that he is available 24/7 for emergency repairs.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The tenant and his advocate submit that they made several requests in writing to have the issue resolved. However, the tenant did not provide sufficient evidence to show that those letters were sent and received by the landlord. In addition, I find that the tenant did not provide the landlord a reasonable opportunity to address the issue. Furthermore, the tenant has failed to show how the landlord was reckless or negligent. In light of the insufficient evidence before me and the tenant not being able to satisfy the four elements outlined above; I hereby dismiss this application in its entirety without leave to reapply.

### Conclusion

The tenant's application is dismissed 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: March 29, 2021

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Residential Tenancy Branch