



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SJR Corporate Marketing Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, RP, MNDCT

### Introduction

The Tenant filed an Application for Dispute Resolution on January 27, 2022, seeking the Landlord's compliance with the legislation and/or the tenancy agreement, as well as repairs to the rental unit. They made a second Application on January 30, 2022, re-stating these issues and adding a monetary claim component.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on May 2, 2022. In the conference call hearing I explained the process and offered each party the opportunity to ask questions. The Tenant and Landlord attended the hearing, and each was provided the opportunity to present oral testimony and make submissions during the hearing.

The Landlord confirmed receipt of the Notice of Dispute Resolution and the Tenant's prepared evidence. The Tenant also confirmed they received the Landlord's response evidence in advance of this hearing.

### Preliminary Matter

At the outset of the hearing, the Tenant provided that they moved out from the rental unit on April 30, 2022. I find there is no ongoing landlord-tenant relationship. This means there is no resolution to matters of repairs to the rental unit, or the Landlord's compliance with the legislation and/or tenancy agreement. I dismiss these portions of the Tenant's Application for this reason.

### Issue to be Decided

Is the Tenant entitled to compensation for monetary loss, pursuant to s. 67 of the *Act*?

### Background and Evidence

The Tenant set out they had difficulty with providing the Notice of Dispute Resolution for this hearing to the Landlord. This was because of the Landlord's address for service, as provided on the tenancy agreement, being the same as the rental unit. The Tenant provided that the Landlord did not reside in the rental unit, and should not be receiving mail there when not residing there. According to the Tenant, they asked the Landlord for the correct information and the Landlord would not provide to; also, they gave the Tenant undue stress and "hostility."

To ascertain the correct address of the Landlord, the Tenant, on their own initiative, checked the land titles office for the correct legal address of the Landlord. This cost \$17.96, and the Tenant claims that cost from the Landlord in return.

The Landlord in the hearing maintained that they did provide the correct legal address on the tenancy agreement. They also maintained they were responsive to the Tenant's requests. The address provided was their principal residence for 50 years.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in s. 7 and s. 67 of the *Act*.

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.

The *Act* s. 13(2)(e) provides that a tenancy agreement must set out the address for service and the telephone number of the Landlord or the Landlord's agent.

The *Act* s. 89 provides that an application for dispute resolution must be given by sending a copy by registered mail "to the address at which the person resides, or, if the person is a landlord, to the address at which the person carries on business as a landlord."

From the Tenant's submissions, I am not satisfied that a loss exists, and certainly there is no loss from any violation of the *Act* or the tenancy agreement by the Landlord here. The tenancy agreement sets out the Landlord's address for service, as required. The *Act* s. 89 requires service by a tenant to a landlord at that business/services address. That is all that is required. The Tenant here would merely have to prove service to the address provided should that have been an issue, which it was not. There was no requirement for the Tenant to verify the Landlord's address through a land title search as they did here. It is unreasonable that this is an expense to be borne by the Landlord.

For this reason, I dismiss the Tenant's claim for compensation.

### Conclusion

I dismiss the Tenant's claim for compensation, without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: May 3, 2022

---

Residential Tenancy Branch