



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

CNL, MNDC, RR

Introduction

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order to cancel the notice to end tenancy. The tenant also applied for compensation for loss under the *Act* and for a rent reduction for repairs that were not done by the landlord.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The notice to end tenancy was served on the tenant on December 29, 2009 with an effective date of March 01, 2010. At the start of the hearing the tenant informed me that she had started the process of moving and would be completely moved out by the effective date of March 01, 2010. Accordingly, the portions of the tenant's application to cancel the notice to end tenancy and for a rent reduction are irrelevant and are hereby dismissed.

Therefore, this hearing only dealt with the tenant's application for a monetary order for compensation for loss under the *Act*.

Issues(s) to be Decided

Is the tenant entitled to \$600.00 for the cost of heat loss due to a broken window, for harassment and a lack of drinking water?

Background and Evidence

The tenancy started in September 2008. The rental unit consists of a trailer. Rent was \$625.00 payable in advance, on the first day of each month. The rent did not include utilities.

The tenant has applied for a monetary order for \$600.00. The breakdown is as follows:

1.	Increase in heating costs due to broken window	\$300.00
2.	Rescheduled appointment to install cable and internet services	\$50.00
3.	Sexual harassment and unsafe drinking water	\$250.00
	Total	\$600.00

Increase in utilities

The tenant stated that a window inside the trailer was broken and she fixed it by placing a glass pane on the inside. The tenant agreed that the landlord had insulated the broken part of the window. The landlord stated that the window was not broken, but had an opening that housed the tenant's air conditioning unit. The landlord stated that he insulated the opening, after the tenant removed the unit. The landlord also added that he insulated the skirting, the floor and the pipes to the trailer which probably resulted in lower heating costs.

The tenant did not provide any evidence to support her claim of \$300.00 for the additional utility costs she states that she incurred.

Installation of cable and internet services:

The tenant stated she had hired a local company to install these services, but the landlord did not permit their installation because he thought that the mast that would hold the cables was not steady enough to take the additional weight. The mast had been damaged in a prior snow storm and was not properly fixed. The tenant had to reschedule the appointment at a cost of \$50.00.

The landlord stated that the tenant did not inform him of her intentions to install these services prior to the time of the appointment. He stated that even though the technician found the mast safe enough to install the services, the landlord did not want to risk causing further damage to the mast. The landlord fixed the mast within three weeks after which the tenant had the services installed. The tenant wants the landlord to cover the charge of \$50.00 that she incurred to reschedule the installation appointment.

Sexual Harassment:

The tenant stated that the landlord made some sexual remarks to her, while he was doing repairs to her vehicle. The landlord denied the allegation. The tenant did not provide any evidence to support her allegation.

Drinking water:

The tenant stated that after winter, the water that she received in the trailer was not drinkable. Later, the tenant contradicted herself by stating that the problem started in October 2009 and that she verbally informed the landlord in November 2009.

The landlord stated that he purchased the property in September 2009 and was not notified of the problem. In addition, the well that services the tenant's trailer also services four other homes including the landlord's residence. The landlord stated that he has not received any complaints from other persons who receive their water supply from this well.

The tenant did not file any documents to support her allegation of the water supply being unsafe to drink.

Analysis

As explained to the parties during the hearing, the onus or burden of proof is on the party making a claim to prove the claim. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

The tenant bears the burden of establishing each claim on the balance of probabilities. The tenant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the landlord. Once that has been established, the tenant must then provide evidence that can verify the actual monetary amount of the loss or damage. Finally, the tenant must show that reasonable steps were taken to address the situation and to mitigate the damage or losses that were incurred.

In this case, the landlord denies all the allegations made by the tenant and the tenant has not filed any evidence to support her claim of the existence of the broken window, increased utility costs, harassment by the landlord and water that was not drinkable. Therefore, I find that the tenant has not proven her claim.

Conclusion

The tenant's application is hereby dismissed in its entirety.

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: February 23, 2010.

Dispute Resolution Officer