



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC

### Introduction

This hearing dealt with an application by the tenants for a monetary order. Both parties participated in the conference call hearing.

I note that while the tenants had originally applied for a number of remedies, including cancellation of a notice to end tenancy, at the hearing they withdrew all claims save the monetary claim. The landlord did not object to the withdrawal of the additional claims.

### Issue to be Decided

Are the tenants entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenancy began on April 1, 2010. The tenants claimed that the landlord had verbally promised that they would have exclusive use of the garage at the residential property and that they agreed to rent the unit primarily because they thought they would have exclusive use of the garage. The tenants testified that when they moved in they cleaned out and painted the garage and then were told by the landlord that they would have to share the garage with other residents on the property. The tenants seek to recover monies paid for storage during the tenancy. The tenants further seek to be paid for the time spent cleaning the garage and the paint they purchased. The tenant M.P. also claims that the landlord agreed to pay her \$75.00 to clean another rental unit but failed to pay her the full amount promised.

The landlord denied that he had promised the tenants exclusive use of the garage and testified that the tenants volunteered to clean and paint the garage and should not now be entitled to compensation.

### Analysis

The tenants bear the burden of proving their claim. Although they claimed that they had witnesses who could testify that the landlord had made the promises alleged, they did not produce those witnesses at the hearing or provide written statements from them. I find that the tenants have not proven on the balance of probabilities that exclusive use of the garage was part of their tenancy agreement and I dismiss the claim.

I find that the tenants had no agreement with the landlord that they would be compensated for the time spent cleaning and painting and I therefore find no legal basis on which I can award them compensation. These claims are dismissed.

The agreement between the landlord and the tenant M.P. for cleaning services does not fall within the jurisdiction of the Act as it is a contract for services and is not related to the tenancy. Accordingly I dismiss that claim.

### Conclusion

The claim is dismissed in its entirety.

Dated: September 15, 2010

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Dispute Resolution Officer