

DECISION

Dispute Codes: MNR, MNDC, MNSD, RR and SS

Introduction

This application was brought by the tenant on May 17, 2011 seeking a Monetary Order for the cost of emergency repairs, damage or loss under the legislation or rental agreement, return of his security deposit, a rent reduction and an order for substitute service.

As a matter of note, this tenancy has been the subject of three recent hearings on March 23, 2011, May 12, 2011 and June 14, 2011 which, apart from dismissal of some items, resulted in:

1. An Order that the tenant remove a porch constructed without authorization and restore the property to its original state no later than May 31, 2011;
2. A Monetary Order for the landlord for \$1,850 in unpaid rent and filing fee;
3. An Order of Possession pursuant to which the tenant vacated the rental unit on or about June 17, 2011 and payment by the tenant of the landlord's \$50 filing fee.

As the tenancy has not been concluded for 15 days, I must dismiss the application for return of the security deposit as premature, the request for rent reduction as moot, and the request for substitute service as unsubstantiated.

Issues to be Decided

This application now requires a decision on whether the tenant is entitled to a Monetary Order for reimbursement for emergency repairs.

Background, Evidence and Analysis

This tenancy began on June 1, 2010 and, as noted, ended on June 17, 2011 pursuant to an Order of Possession for unpaid rent. Rent was \$400 per month and the landlord holds a security deposit of \$200.

During the hearing, the tenant gave evidence that his present claims arise from emergency repairs he had to make while the landlord was away for three months. The claims include \$400 for replacement of the water pump and \$1,145.95 for repairs to the electrical system.

The landlord stated that his co-landlord lived immediately next door to the tenant and that it would have been appropriate to contact him if the repairs were required. The landlord notes that neither of the hand written receipts has a business name or tax charged and he believes that they are pure falsifications. One appears to be signed by the party the landlord stated is his co-owner.

Moreover, the landlord stated and the tenant did not deny that the water pump went missing at the end of the tenancy. The landlord said that matter is under investigation by local police.

The tenant stated that the need for electrical repair was confirmed by local fire officials, but he has provided no written proof of that.

Analysis

The burden of proof on monetary claims of this sort lies with the person making the claim. Given the present questions as to the whereabouts of the water pump, I must find that the tenant's claim remains unsubstantiated for the moment.

As for the clam for electrical repairs, I do not find that the handwritten, generic receipt is sufficient proof without corroborating evidence. Therefore, I must dismiss the present application.

I initially considered granting the applicant leave to reapply in consideration of the possibility that he might be able to corroborate the claims.

However, on reflection and consideration of the fact that this was the fourth hearing on this tenancy and the parties could reasonably be expected to be familiar with evidentiary standards and processes, I cannot in good conscience grant leave to reapply.

Conclusion

The application is dismissed without leave to reapply.

June 24, 2011