

DECISION

Dispute Codes DRI, OLC, ERP, RP, LRE, O, FF

Introduction

This hearing dealt with an application by the tenant seeking an order to reduce the rental increase, an order to have the landlord comply with the Act, an order to have emergency repairs done and an order to limit the landlords access to the rental unit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to any of the above under the Act, the regulations or the tenancy agreement?

Background and Evidence

At the outset of the hearing the landlord advised that the tenant had vacated the unit. The tenancy began on or about April 1, 2010. Rent in the amount of \$500.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$250.00.

The landlord testified to the following; the persons that dialled into the conference call had never been tenants, had no documentation that they were tenants, were never witness to any of the dealings that the landlord had with the person named on the tenancy agreement, and stated that they were aware that one of the participants that called in was the girlfriend of the registered tenant but had no tenancy agreement with the landlord nor did she ever pay them rent.

The person that called in and stated she was a tenant testified to the following; she did not move in to the unit until October 2010, had a "welfare" cheque forwarded to the

landlord to pay some of the rent for October 2010 and stated the landlords knew she was living there and is seeking \$600.00 in overpayment of rent and has abandoned the rest of her application as she no longer lives there.

Analysis

As explained to the parties at the outset of the hearing the onus or burden of proof is on the party making the claim, in this case the tenant. 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 their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails. The tenant was unable to produce any documentary evidence that she either lived in the unit or paid rent there.

The landlord provided extensive documentary evidence that they had a tenancy with an individual, but that individual did not participate in this hearing. I accept the landlord's testimony and evidence .

Conclusion

I dismiss the tenant's application.

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: June 24, 2011.

Residential Tenancy Branch