



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNDC, FF

### **Introduction.**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for a monetary order for compensation for time spent disputing two notices to end tenancy and for harassment by the landlord in her attempts to enforce the terms of an alleged fraudulent tenancy agreement.

The landlord filed a copy of the envelope that the notice of hearing was sent to her in. The landlord's address is similar to that of the rental unit and there was no name written on the envelope. The landlord stated that she believed that the tenant did not want her to receive the notice and the only reason that she received it, was because the town is a small one and the staff at the post office knew her well enough to give it to her in person.

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

### **Issues to be decided**

Is the tenant entitled to compensation for his time spent disputing prior notices to end tenancy? Did the landlord make fraudulent changes to the tenancy agreement?

### **Background and Evidence**

The tenancy started on July 01, 2010. Rent is \$1,500.00 due on the first of each month.

The tenant referred to two prior hearings where the landlord did not attend. The landlord stated that her job takes her out of town a lot and she has specifically instructed the tenant to contact her by email if there is a problem. The landlord was out of town during the time of the tenant's applications for dispute resolution and did not find out until later. The tenant did not inform her by email as requested by her.

The tenant also stated that the original tenancy agreement was fraudulently altered but did not file his copy of the tenancy agreement. The landlord filed a copy of the tenancy agreement which contains terms regarding the pet, drug and alcohol restrictions. Since the tenant did not file a copy of his tenancy agreement, I was unable to compare the alleged fraudulent copy with the original copy.

The tenant stated that the landlord harassed him asking him not to have pets in the house. The tenant stated that his visitors brought their pets along and there was no mention of pets being disallowed in his original tenancy agreement.

The tenant stated that the landlord harassed him trying to enforce the terms of the “fraudulent” tenancy agreement.

The tenant is making a monetary claim in the amount of \$750.00 as compensation for his time spent disputing the notices to end tenancy and for the harassment by the landlord. The tenant is also claiming the recovery of his filing fee.

### **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’s claim for harassment was based the landlord attempting to enforce the terms of the alleged fraudulent tenancy agreement but the tenant did not provide a copy of his agreement. The landlord denied having altered the agreement. In the absence of evidence to support his claim, I find that he has not met the burden of proof and accordingly, his claim fails.

The tenant has also applied for compensation for his time spent disputing the notices to end tenancy. The legislation does not permit me to award any litigation related costs other than the filing fee. Accordingly the tenant’s claim is dismissed.

Based on the sworn testimony of both parties, I find that the tenant has not proven his case and accordingly, his application is dismissed and he must bear the cost of filing this application.

### **Conclusion**

The tenant’s application is 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: October 12, 2011.

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Residential Tenancy Branch