



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This conference call hearing was convened in response to the tenant's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the filing fees associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order, and for what amount?

Is the tenant entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a single family dwelling. There is no dispute that the tenancy started in 2005 and officially ended on November 30th, 2011, and that the rent was \$450.00 per month.

In his documentary evidence, the tenant provided handwritten summaries of parts and labour to do certain repairs around the hot water tank, the furnace and some plumbing to a total of \$1578.86.

The tenant testified that the unit was falling apart and that he brought the problems to the landlord's attention. On that basis the tenant did some repairs to the porch and the flooring; he also said that he replaced a hot water tank and disposed of an old furnace. He stated that the above noted summaries were given to the landlord as invoices on September 6th, 2011.

The landlord did not dispute that the tenant made the repairs as stated; she argued however that she never gave him consent. The landlord said that she did not have sufficient funds to cover the work; she said that she only had enough to stain the building, and that she would never agree to any other work as she knew that she could not afford it. She stated that she relies on her handy man, but that the tenant was impatient and not willing to wait. She said that the tenant is forceful but at no point she agreed to pay for the work.

Analysis

Before a Dispute Resolution Officer can make an order under section 67 of the *Residential Tenancy Act*, the applicant must first prove the existence of damage or loss; that it stemmed from the other party's violation of the Act, regulation, or tenancy agreement; that the monetary amount of the claim was verified; and that the applicant took steps to mitigate or minimize the loss or damage. When these requirements are not satisfied, and particularly when the parties' testimonies are at odds, in the absence of other substantive independent evidence the burden of proof is not met. In this matter that burden was on the tenant to prove his claim against the landlord.

I find that the tenant submitted insufficient evidence to show that the landlord agreed for him to make the repairs. There was no written agreement and I am found with contradictory statements as to what was verbally agreed upon. If the tenant had concerns with the landlord's failure to tend to certain repairs, a remedy for the tenant would be to seek assistance through dispute resolution to resolve the issue if the

landlord failed to attend to the issues as they occurred. The tenancy in this matter ended and in the absence of more substantive evidence I am not persuaded on the balance of probabilities that the landlord was in breach of the Act of the tenancy agreement.

Conclusion

The tenant's application is dismissed.

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: January 03, 2012.

Residential Tenancy Branch