



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR, MNDC, RR, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy and to recover the filing fee. The tenant also applied for a rent reduction and compensation. Both parties attended the hearing and had opportunity to be heard. During the hearing the tenant stated that she intended to move out. Therefore her application to cancel the notice to end tenancy is moot. The tenant also stated that she applied for a rent reduction based on the conversation that she had with an information officer. Since the tenancy is ending, the tenant withdrew her application for a rent reduction. Accordingly this hearing dealt only with the tenant's application for compensation.

Issue to be Decided

Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on October 01, 2011 but the tenant moved in on October 06, 2011. The monthly rent is \$950.00 payable on the first of each month. The landlord stated that the tenant failed to pay rent for the first half of October. On January 03, 2012, the landlord served the tenant with a ten day notice to end tenancy. The tenant disputed the notice but did not file a copy of the notice.

The tenant stated that when she moved in the landlord promised to renovate the suite, do the necessary repairs and allow a deduction of \$500.00 from rent for November as compensation for the inconvenience of the repairs and renovations. The tenant stated that this was a verbal agreement. The landlord denied having promised the tenant a rent reduction. Both parties agreed that most of the renovations were complete.

The tenant has applied for a monetary order for \$500.00 that she says the landlord promised to give her and for the recovery of the filing fee.

Analysis

In the case of verbal agreements, I find that when verbal terms are clear and when both the Landlord and Tenant fully agree on the interpretation, there is no reason why such terms can't be enforced. However, when the parties are in dispute about what was agreed-upon, then verbal terms by their nature are virtually impossible for a third party to interpret for the purpose of resolving a dispute that has arisen.

Moreover, it is important to note that in a dispute such as this, the two parties and the testimony each puts forth, do not stand on equal ground. The reason that this is true is because one party must carry the added burden of proof. In other words, the applicant, in this case the tenant, has the onus of proving, during these proceedings, that the claim is justified. When the evidence consists of conflicting and disputed verbal testimony, then the party who bears the burden of proof will not likely prevail

For this reason, I am not prepared to interpret whether the landlord promised the tenant compensation in the amount of \$500.00 or not. Without additional evidence to support her verbal testimony, I find that the tenant has not proven her case and I therefore dismiss her application. The tenant must bear the cost of filing this application.

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 17, 2012.

Residential Tenancy Branch