



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 a monetary order as compensation. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to a monetary order for compensation?

Background and Evidence

The tenancy began on or about May 1, 2011. Rent in the amount of \$995.00 is payable in advance on the first day of each month.

The tenant gave the following testimony; was subletting the basement portion of the house from a person who had a tenancy agreement with the landlord, that person left on August 31st, 2011 and did not return, the tenant then paid \$300.00 cash to the landlord for September's rent, the landlord declined to accept rent for the month of October and gave the tenant one week's notice to move out, the tenant was then subject of threats from a prospective new tenant that required the police to attend, the tenant is seeking \$25,000.00 compensation for the short notice, the threats and the overall stress he endured in this matter.

The landlord gave the following testimony; he was not aware that this person was living in his house until August 17, 2011, denies that he ever received any payment from him,

has no signed tenancy agreement with this person nor does he acknowledge that he was ever given permission to be living in the house.

Analysis

The tenant supplied some documentary evidence for this hearing which he wished to rely on. This evidence was not helpful to the tenant's case. The evidence was in fact contradictory to the tenant's testimony. The tenant provided a letter from a roommate that stated that all payments were made to the tenant who he originally sub-let from. Although the tenant advised that he had paid the landlord cash for the September rent, the landlord disputes it and the tenant was unable to provide any supporting evidence to prove his claim.

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, the tenant must prove their 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 has failed to satisfy me that he did in fact have a tenancy with the subject landlord and additionally has failed to justify as to why he would be entitled to \$25000.00.

The tenant has not been successful in his claim.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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