

DECISION

Dispute Codes ERP, RP, RR, FF

Introduction

This is an application filed by the Tenant for emergency repairs for health or safety reasons, to make repairs to the unit, site or property, to allow a Tenant to reduce rent for repairs agreed upon but not provided and recovery of the filing fee.

Both parties attended the hearing by conference call and gave direct testimony. Neither party submitted any evidence. As both parties have attended the hearing, I am satisfied that each has been properly served under the Act.

It was clarified by the Tenant at the beginning of the hearing that the dispute is in relation to an addition to the mobile home. As such, the Tenant stated that he was seeking emergency repairs to the leaking roof of the addition and that there were no other repairs being sought.

Issue(s) to be Decided

Is the Tenant entitled to an order for emergency repairs to the addition to the mobile home?

Is the Tenant entitled to reduce rent for emergency repairs to the addition?

Background and Evidence

Both parties agreed that the addition was from another unit in the park. Neither party submitted a signed tenancy agreement.

The Tenant states that the addition belongs to the Landlord and that he is responsible for repairs. The Tenant states that this addition was provided by the Landlord as a replacement for one that was removed from his mobile home. The Tenant states that the Landlord was given notice of the repair issues on October 12, 2011 in a letter. The Tenant has submitted a copy of the letter. The Landlord disputes this stating that the addition does not belong to him. The Landlord states that the addition was from another unit that was undergoing repairs. The Landlord states that the Tenant indicated that he wanted the addition and would attach it. Both parties agreed that the addition was

moved to the Tenant's site at no cost and was left for approximately 3 months before it was installed by the Tenant.

The Tenant seeks to reduce rent by \$60.00 a month. The Tenant states that this was a rent increase by the Landlord that the Tenant has refused to pay.

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 is responsible as they have made the application. 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.

I find on a balance of probabilities that the Tenant has failed to establish a claim by determining who owns and is responsible for the addition. The Tenant's application is dismissed.

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: February 03, 2012.

Residential Tenancy Branch