

DECISION

Dispute Codes MT, CNR, MNDC, RR, FF

Introduction

This is an application filed by the Tenant for more time to cancel a notice to end tenancy for unpaid rent, a monetary order request for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Tenant submitted a 5 page evidence package which the Landlord has acknowledged receiving. The Landlord has submitted a 23 page evidence package, which the Tenant acknowledges receiving, but is missing pages 15 – 21 inclusive. It was determined with all parties that pages 15-21 consist of spreadsheets of rent ledger statements and letters regarding unpaid rent from September 2011 until April of 2012. This material was described in detail to the Tenant. I find that evidence submitted is allowed as it is not relevant to the Tenant's application for compensation.

It was also clarified at the beginning of the hearing with both parties that the Tenant did not receive a notice to end tenancy for unpaid rent. As such, the Tenant's application for more time to make an application to cancel a notice to end tenancy for unpaid rent is in error and is withdrawn by the Tenant as well as the application to cancel the notice. No further action is required for these portions of the application.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Is the Tenant entitled to an order to be allowed to reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

Both parties agree that a tenancy exist, but neither has submitted a copy of the tenancy agreement.

The Tenant is seeking a monetary order for \$1,365.00 because the Landlord has disconnected the water from her home due to work done by the Landlord since March of 2011. This claim consists of \$299.26 for hotel bills for 3 nights from April 29, 2012 to May 2, 2012 based upon the receipt from Pemberton Valley Lodge and the two Expedia Travel Summaries for the same hotel and the remaining \$1,065.74 for rent because she has been unable to reside at the home because of no water. The Landlord disputes this stating that there has been no water pipe work done and that the Tenant's friend, "Charlie" who was staying at the home reported to her property manager that the pipes under the home burst. The Tenant denies this stating that they are just leaking. The Landlord further states that no pad rent has been paid since September 2011. Both parties have agreed that water is provided to the home as part of the tenancy agreement. The Tenant rents the pad from the Landlord and owns the home herself. The Tenant also seeks to be able to reduce rent because of the lack of water to the home. The Landlord states that the Tenant's home is in a state of disrepair and is not cared for. The Tenant confirmed in her direct testimony that other than for 3 days at the end of April 2012 the last time she was there was in September of 2011. The Tenant states that she has her friend, "Charlie" attend to take care of the home. The Landlord disputes this stating that he and various others have been living there on a transient basis without any notification to the Landlords.

Analysis

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 is responsible as she has 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 that both parties offer conflicting views of the circumstances involving the lack water to the home. The Tenant states that the problem lies with the water pipes leading to the home and states that she has photographs and a report from the district. The Landlord's view is that based upon the Tenant's friend who reported that pipes burst under the home due to neglect during the winter and that the Tenant did not winterize the home it is the fault of the Tenant. I find on a balance of probabilities that the Tenant has failed to provide sufficient evidence to support her claim. The Tenant's application for a monetary order for compensation and to be able to reduce rent for services not supplied is dismissed without leave to reapply.

Conclusion

The Tenant's application is dismissed 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: June 06, 2012.

Residential Tenancy Branch