



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR, MNDC,RR, and FF

Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Unpaid Rent; for a monetary Order for money owed or compensation for damage or loss; to reduce the rent for services or facilities agreed upon but not provided; and to recover the filing fee from the Landlord for the cost of filing this application. At the hearing the Tenant withdrew the application to set aside the Notice to End Tenancy, as she is vacating the rental unit today.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

The Landlord stated that she faxed documents to the Residential Tenancy Branch on July 28, 2012, copies of which were personally served to the Tenant on that date. The Tenant acknowledged receipt of the Landlord's evidence however it was not before me at the time of the hearing. The Landlord requested an adjournment to provide time for her evidence package to be delivered to me. The Tenant opposed the request for an adjournment and argued that the evidence is primarily a written summary submitted by the Landlord and a summary of hydro costs that could be introduced orally. The Landlord agreed that the evidence could be introduced orally. I concluded that the hearing would proceed and that an adjournment would be considered if the parties could not agree on the content of evidence submitted by the Landlord.

The Tenant stated that she personally served the Application for Dispute Resolution, the Notice of Hearing, and the Ten Day Notice to End Tenancy to the Landlord on July 10, 2012. The Landlord stated that she received the Application for Dispute Resolution and the Notice of Hearing, but she did not receive a copy of the Ten Day Notice to End Tenancy. As the Landlord did not acknowledge receipt of the Ten Day Notice to End Tenancy, it was not accepted as evidence. As the Notice is no longer a subject of this dispute, an adjournment for the purposes of re-serving the Notice to End Tenancy was not considered.

Issue(s) to be Decided

The issues to be decided are whether the Tenant is entitled to reduce the rent by \$25.00 per month in compensation for the withdrawal of laundry and cable service, and to recover the cost of filing this Application for Dispute Resolution.

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on August 01, 2011; that the Tenant was required to pay rent of \$650.00 by the first day of each month; and that the Tenant agreed to pay \$50.00 per month for hydro.

The Landlord and the Tenant agree that at the start of the tenancy they agreed the Tenant would use the laundry facilities in the Landlord's home in exchange for helping the Landlord with the chickens and other unspecified chores. The parties agreed that this arrangement worked well for the majority of the tenancy and that the Tenant has been prevented from using the facilities since the middle of May of 2012.

The Landlord and the Tenant agreed that the Tenant had never been asked to mow the lawn during the tenancy; that the Tenant was asked to mow the lawn in the Spring of 2012; that the Tenant refused to mow the lawn; and that the Landlord withdrew her consent to use the laundry facilities as a result of the Tenant refusing to mow the lawn.

The Landlord and the Tenant agree that the Tenant only paid \$675.00 in rent/hydro for June and July of 2012. The Tenant stated that she withheld \$25.00 per month in exchange for being denied access to the laundry facilities and she is now seeking authorization to reduce her rent by this amount.

The Landlord and the Tenant agree that cable service was included with the tenancy. The Tenant contends that access to cable was discontinued when the Tenant refused to cut the lawn in the middle of May of 2012. The Landlord stated that her cable is still working; that she has checked the cable leading to the rental unit and has found it intact; and that she has not terminated the cable service provided to the Tenant.

Analysis

On the basis of the undisputed evidence presented at the hearing, I find that the agreement to use the laundry facilities was linked to personal services provided to the Landlord by the Tenant, specifically an agreement to help her with the chickens and other unspecified services. I find that this was an employment agreement of sorts, rather than a term of the tenancy agreement. As the arrangement was not a term of the tenancy agreement, I find I do not have jurisdiction over this aspect of the dispute.

There is a general legal principle that places the burden of proving that damage occurred on the person who is claiming compensation for damages, not on the person who is denying the damage. In these circumstances, the burden of proof rests with the

Tenant and I find that the Tenant has submitted insufficient evidence to show that cable service was terminated in May of 2012. In reaching this conclusion, I was strongly influenced by the absence of evidence that corroborates the Tenant's testimony that the service was terminated or that refutes the Landlord's testimony that it was not terminated. On this basis, I dismiss the Tenant's application to reduce the rent as compensation for cable service being withdrawn.

Conclusion

I find that the Tenant's Application for Dispute Resolution has been without merit and I therefore dismiss her claim to recover the fee she paid to file this Application for Dispute Resolution. In determining that the Application for Dispute Resolution was without merit, I was heavily influenced by the finding that the Tenant failed to establish that she is entitled to a rent reduction; that she did not have authority to reduce her rent/hydro payment by \$25.00 per month in June or July; and that she did not pay all the rent/hydro she was obligated to pay in June or July of 2012.

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: July 31, 2012.

Residential Tenancy Branch