



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, FF, MNDC, RP, RR

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$5,000.00, a request for an order for the landlord to make emergency repairs for health and safety reasons, a request for the landlord to make repairs to the unit, site, or property, a request to allow the tenant to reduced the rent for repairs, services, or facilities agreed upon but not provided, and a request for recovery of the filing fee.

Background and Evidence

This tenancy began on November 1, 2009 with a monthly rent at that time of \$975.00.

The applicant is now claiming that, all through the tenancy, the rental unit has been in need of significant repairs, and she is therefore requesting compensation of \$5,000.00, and is also requesting an order that repairs be done. The applicant is further requesting a rent reduction of \$500.00 per month until the landlord completes the requested repairs.

The applicant and her sons further claim that although they have never given the landlord a written request for repairs, the landlord has been fully aware of the need for repairs and has refused to do them.

The respondent/landlord testified that the tenants have never made a request for the repairs they are now listing on their application for dispute resolution and the first time they became aware of them was upon receiving this application for dispute resolution.

Analysis

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met. In this case the tenant and her sons claim that they verbally requested repairs from the landlord, however the landlord denies ever receiving such a request, and therefore since it is just the tenant's word against that of the landlords, it is my finding that the applicant has not met the burden of proving her claim.

Therefore it is my decision that I deny the request for repair orders at this time as I believe it's reasonable for the landlord to expect to receive a written request for repairs from the tenants, and be given a reasonable time complete any needed repairs before the tenants apply for dispute resolution.

I also deny the tenants request to be compensated \$5,000.00, and to have the rent reduced, because again the tenant has not met the burden of proving that the landlord was never informed of any deficiencies.

Conclusion

The request for a monetary order for \$5,000.00 is dismissed without leave to reapply.

The request for a repair order is dismissed with leave to reapply at a later date if the tenant is not satisfied with the landlord's response to a written request for repairs.

The request for recovery of the filing fee is also 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: September 27, 2012.

Residential Tenancy Branch