

## **DECISION**

Dispute Codes      MNDC, RR, FF

### Introduction

This is an application filed by the Tenant for a monetary order 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 the recovery of the filing fee.

Both parties attended the hearing by conference call and have confirmed receipt of the notice of hearing and evidence submitted by the other party. As both parties have attended and have confirmed receipt of the notice of hearing and evidence package submitted, I am satisfied that both parties have been properly served.

It was clarified with both parties at the beginning of the hearing that the Tenant's request to be allowed a rent reduction was a form of payment option if their claim is granted. As such, this portion of the application is dismissed as there are no future reductions. The Tenants request for compensation for past expenses only.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

### Background, Evidence and Analysis

This Tenancy began on October 1, 2011 on a fixed term tenancy ending on September 1, 2012 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent is \$2,600.00 payable on the 1<sup>st</sup> of each month and a security deposit of \$1,300.00 was paid on September 8, 2011. Both parties agreed that no condition inspection report for the move-in was completed. The Tenancy continues.

The Tenant seeks a monetary order for \$3,909.95. This consists of reimbursement of \$2,600.00 for October 2011 rent because the rental unit was not in satisfactory condition upon move-in. The Landlord disputes this stating that the rental unit was in move-in condition with no issues. The Tenant also seeks the remaining \$1,309.95 for invoices/receipts incurred by purchasing painting, cleaning and renovation supplies. The Tenants claim that they had a verbal agreement with the Landlord to be reimbursed

for the supplies required to paint and clean the unit. The Landlord disputes this claiming that no such agreement was made.

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 Tenants are 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. On this basis, I find that the Tenants have failed in their claim. The Tenants are unable to provide sufficient evidence that the rental unit was not in “move-in” condition. The Tenants have also failed to provide sufficient evidence that there was an agreement that the Landlord would reimburse the Tenants for expenses in the cleaning and painting of the rental unit. The Tenant’s application for a monetary order 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: November 19, 2012.

---

Residential Tenancy Branch