



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with an application by the tenant seeking a monetary order for compensation for loss or damage suffered under the Act, the regulations or the tenancy agreement. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to a monetary order?

### Background and Evidence

The tenancy began on or about November 1 2010 and ended November 30, 2011. Rent in the amount of \$2514.25 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$1250.00 which has been paid back to the tenant.

The tenant gave the following testimony:

The tenant stated that her bathroom toilet “kept running for four months”. The tenant notified the landlord verbally notified the landlord at least once per month. The tenant stated that each time she told the landlord about the toilet he “would give me a look and told me that he would look at it sometime next week”. The tenant stated that she got tired of waiting and contacted a plumbing company to conduct the repairs and incurred

a cost of \$469.39. The tenant is seeking the recovery of that cost along with the filing fee.

The landlord gave the following testimony:

The landlord stated that he adamantly disputes the tenants' version of the events. The landlord stated that he was informed by the tenant that she had damaged the toilet and that she would take care of conducting the repairs and the costs. The landlord stated that was the only time he had been informed of the toilet issue until the tenant filed for this hearing. The landlord stated that he had always conducted repairs when needed and feels that the tenant should not be entitled to the monetary award for damaging his property.

### Analysis

At the outset of the hearing the landlord pointed out that the tenant had transposed the dispute address with her mailing address. The address on this decision reflects the correct dispute address.

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 must prove their claim. 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 the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

The landlord provided detail documentation showing that he conducted repairs as required. The landlord was clear and concise throughout the hearing. The landlord provided a receipt of plumbing work that was conducted in the tenants' suite the day after the tenant had conducted the toilet repairs by the same plumbing company. The landlord stated several times that he made all necessary repairs when needed and that

he would not avoid fixing the toilet if it had been a repair. The landlord felt that since this was admitted damage he should not have to pay for it.

The tenant has not provided sufficient evidence to support her claim. Based on the documentation and the testimony of both parties I dismiss the tenant's application in its entirety without leave to reapply.

### Conclusion

The tenants' application is dismissed in its entirety 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 03, 2013

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Residential Tenancy Branch

