



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, RP, MNDC

### Introduction

This is an application filed by the Tenant for an order for the Landlord to make emergency repairs for health or safety concerns, to make repairs to the unit, site or property and a monetary claim for money owed or compensation for damage or loss.

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

At the beginning of the hearing, the Tenant clarified with the assistance of the Advocate that he was seeking emergency repairs for the stairs leading to the rental unit, replacement of the main rental unit door and a monetary claim for \$750.00 as compensation for the loss of use.

### Issue(s) to be Decided

Is the Tenant entitled to an order for emergency repairs?  
Is the Tenant entitled to an order for repairs?  
Is the Tenant entitled to a monetary order?

### Background and Evidence

The Tenant states that the stairs leading to the rental unit are warped and dangerous and seeks that the stairs be made safe in a repair or replacement of such. The Landlord disputes this stating that the stairs are sound and that the Tenant is exaggerating the state of the stairs. The Tenant seeks the replacement of the main door as he considers it unfixable and needs to be replaced due to dry rot. The Landlord

states that this is the first notice of an issue with the main door and consents to the door being inspected and if necessary replaced as required.

The Tenant also seeks a monetary order for \$750.00 in compensation as he states that he has been living at the rental unit for approximately 4 years and that he has been promised that the Landlord would fix an element on the stove that has not worked for the entire tenancy. The Landlord disputes this stating that she has never received any prior notice of a broken element, except for the replacement of a control knob as a screw was loose. The Landlord stated that an oven element was recently fixed and was unaware of any other problem to the stove. The Tenant also states that he was without the use of a refrigerator for approximately 5 months before the Landlord fixed it. The Landlord disputes this claim stating that she was possibly informed of this issue approximately 1 year ago, but that it was probably forgotten. The Tenant states that since he has been living at the rental for approximately 4 years, he feels that 1 months free rent is reasonable as fair compensation.

### Analysis

The onus or burden of proof lies with the party who is making the claim. In this case, the Tenant bears the burden. 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 on a balance of probabilities that the Tenant has failed to provide sufficient evidence of a claim for emergency repairs for the stairs leading to the rental unit. The Tenant relies on his direct testimony which is disputed by the Landlord's direct testimony. As such, the Tenant's application for emergency repairs is denied.

As for the Tenant's claim for replacement of a new door due to dry rot, the Landlord has consented to have the door inspected and replaced, if necessary.

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and

Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I find that the Tenant has failed to provide sufficient evidence to satisfy me of any losses. The direct testimony of the Tenant is disputed by the Landlord's direct testimony. The Tenant has failed to provide sufficient evidence of loss of use of the fridge or stove over the term of the tenancy. The Tenant has not provided an actual amount required for compensation for the loss of use and instead states that the \$750.00 compensation sought is what he feels is fair. The Tenant's Application for monetary compensation is dismissed.

### Conclusion

The Tenant's Application is dismissed, except for the Landlord's consent to have the main door inspected and replaced, if necessary.

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: August 23, 2013

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Residential Tenancy Branch

