



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, FF

### Introduction

This matter dealt with an application by the landlord for a Monetary Order for compensation for repairs to the rental unit and to recover the filing fee for this proceeding. Both parties attended the hearing.

### Issues(s) to be Decided

Is the Landlord entitled to compensation for repairs and if so, how much?

### Background and Evidence

Service of the application was admitted.

There was a convoluted trail of ownership as the applicant admitted selling it initially on behalf of another owner but eventually transferring ownership to himself in May of 2013. The landlord originally rented a cabin to the respondent and his wife to produce medical cannabis. However, eventually the respondent and his wife moved into the rental unit in question. The applicant testified that he sold the unit to the respondent for \$ 5,500.00 and that the respondent agreed to pay pad rent of \$ 210.00 commencing in August 2012. A move in inspection was not done. In fact the landlord had not really inspected the unit prior to the tenant moving in. The applicant produced a witness G.M who testified that the unit was in good shape when he last saw it around July 2012. He further testified that the respondent admitted to him that he and his wife smashed up the unit when they had fights, which was often. The landlord claimed \$ 7,829.00 for the cost of replacement of a fridge, stove, washer, dryer, wood stove, doors, steps, railings and to repair a bathroom. He had not produced any photos nor was he sure of the condition of the items before the tenancy.

The respondent testified that the unit was in poor condition when he rented it. He removed the steps because they were rotten and disposed of the washer and fridge with the applicant's knowledge because they were not functional. He denied causing any damage and claimed the wood stove and dryer were still on the property. He

testified that the bathroom floor was rotten and in poor shape.

### Analysis

The standard of proof required on this application is “on the balance of probabilities.” The applicant must prove that his theory of how the respondent is responsible for the loss is more probable than not. The applicant had not completed a move in nor move out inspection report. The applicant admitted that he had not personally inspected the unit prior to the respondent moving in. He relied mostly on what other people told him. The witness’s testimony is also not very helpful. The standard of proof required on this application is “on the balance of probabilities.” The applicant must prove that his case is more probable than not. In this case I find in absence of any documentary evidence of the actual loss or damage such as photos, failure to conduct a condition inspection report, that either the landlord or the tenant’s version of the events, which transpired, could reasonably be true. That being the case the landlord has failed to prove that his version could more reasonably be true than the tenant’s and I must therefore dismiss his claim entirely.

### Conclusion

I have dismissed the landlord’s application. There will not be any recovery of the filing fee.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: September 30, 2013

---

Residential Tenancy Branch