



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDC

### Introduction

This is an application filed by the Tenant for an order to cancel a notice to end tenancy issued for cause 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 submitted documentary evidence, I am satisfied that both parties have been properly served.

At the beginning of the hearing both parties discussed resolving the issue of possession of the rental unit. Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to mutually end the tenancy on November 1, 2013 at 1:00 pm and that the Landlord shall receive an order of possession to reflect this agreement.

The above particulars comprise full and final settlement of all aspects of the dispute arising from this application for both parties.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

### Background and Evidence

The Tenants state that after living in the rental unit for approximately 1 year and 1 month that they are seeking compensation for the loss of internet and cable for 1 year for which the Landlord failed to repair/replace. The Tenant also stated the carpets were

filthy at the beginning of tenancy for which they were promised by the Landlord that he would replace to hardwood floors. The Landlord disputes these claims stating that the Tenants are currently enjoying access to the internet and cable. The Landlord also states that there has never been a promise to the Tenant to replace the carpets with hardwood floors especially as they are occupying the rental unit. The Landlord states that if the carpets required replacement, he would have done that prior to the Tenants moving in.

### Analysis

The onus or burden of proof lies with the party who is making the claim. In this case, the burden lies with the Tenant. 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 to satisfy me of any losses or of the actual amount required for compensation. The monetary claim is dismissed.

### Conclusion

The Tenant's monetary claim is dismissed.

Both parties agreed to mutually end the tenancy on November 1, 2013 and that the Landlord is granted an order of possession to reflect this agreement.

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: October 03, 2013

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Residential Tenancy Branch

