



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order. Both parties participated in the conference call hearing and had opportunity to be heard.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the rental unit is in the basement of a home in which there is a second rental unit. They further agreed that the tenancy began in February 2012 and ended in April 2013 and that the tenant paid \$420.00 per month in rent.

The tenant maintained that he was renting both a bedroom and a sitting room from the landlord and seeks to recover \$220.00 per month for each of the 15 months he occupied the rental unit as the landlord failed to give him exclusive use of the sitting room. The parties agreed that throughout the tenancy, the landlord's belongings remained in the sitting room and that the tenant did not have exclusive use of that room.

The tenant testified that at the outset of the tenancy, the landlord told him that she would furnish the sitting room for his use but that she failed to do so despite his reminders throughout the tenancy. He testified that he would not have rented the unit had it not included the sitting room as one bedroom was too small to suit his needs.

The landlord testified that there was not an agreement that the tenant could use the sitting room. She called M.C. as a witness, who is the other occupant of the basement, residing in the second bedroom. M.C. testified that he moved into the unit on May 1, 2012 and that during his tenancy, the tenant never mentioned an agreement with the landlord about the sitting room. Neither the tenant nor the landlord produced a copy of

the tenant's tenancy agreement, but the landlord provided a copy of the tenancy agreement in place with M.C. The agreement shows that M.C. was paying \$500.00 per month for a single bedroom.

Analysis

The tenant bears the burden of proving his claim on a balance of probabilities. In order to prove his claim, the tenant must prove that he and the landlord had an agreement that the \$420.00 in rent he paid each month was to include both the bedroom and the sitting room.

I find that the tenant has failed to meet his burden of proof. The tenant did not provide a written tenancy agreement showing that he was renting 2 rooms, the landlord denied that she agreed to rent 2 rooms to him and the tenant was paying less money than M.C. I find it unlikely that the tenant would have paid less money in rent to occupy more than twice the space occupied by M.C. I find that it is more likely than not that the parties agreed that the tenant would pay \$420.00 per month for exclusive possession of the bedroom alone.

For these reasons, I dismiss the tenant's claim in its entirety.

Conclusion

The tenant's claim 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: April 10, 2014

Residential Tenancy Branch

