



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, LAT, PSF, RP, RR, MNDC, LRE

Introduction

This hearing dealt with an application by the tenant seeking a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, an order to have the landlord make emergency repairs for health and safety reasons, an order to have the landlord provide services or facilities required by law, an order to suspend or set conditions on the landlords right to enter the rental unit, an order to authorize a tenant to change the locks to the rental unit and an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to any of the above under the Act, regulation or tenancy agreement?

Background and Evidence

The tenant gave the following testimony:

The tenancy began on or about December 4, 2013. Rent in the amount of \$750.00 is payable in advance on the first day of each month. The tenant stated that the landlord “used” to be friend. The tenant stated that the suite does not have any locking windows. The tenant stated that they have had their laundry facilities taken away. The tenant

stated that the landlord has damage and disposed of many personal items without the consent of the tenants. The tenant stated that the landlord gets “pissed with his buddies and lets them into my suite”. The tenant stated that the landlords’ friends have offered drugs to her teenage daughter.

The landlord gave the following testimony:

The named respondent in this matter was not sure as to whether he was this person’s landlord. The respondent stated that he has a signed tenancy agreement with the owner of the home. The respondent stated that he rented out some of the house to some friends to help pay the rent. The respondent stated that there is no tenancy signed tenancy agreement. The respondent disputed all of the tenants’ claims and stated that all parties were friends at one time but things have changed and now “she’s just angry and just wants to sue me”.

Analysis

The relationship between these two parties is an acrimonious one. Both parties were cautioned numerous times about their behaviour. The parties continually accused each other of lying. The parties were more intent on arguing then providing their version of the events.

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 applicant has not provided any supporting documentation for this hearing.

The Residential Tenancy Policy Guidelines #13 addresses the issue before me.

A tenant is the person who has signed a tenancy agreement to rent residential premises.

It further states:

Where a tenant allows a person who is not a tenant to move into the premises and share rent, the new occupant has no rights or obligations under the tenancy agreement, unless all parties agree to enter into a tenancy agreement to include the new occupant as a tenant.

In the applicants own testimony she confirmed that there is not a tenancy agreement with the owner of the property or the respondent. I find the applicant to be an occupant. It is worth noting, that even if I have erred and the applicant is a tenant as defined by the Act, the applicant has not provided sufficient evidence to support her allegations or claims and the outcome would be the same.

Based on the above, I dismiss the application in its entirety.

Conclusion

The applicants' 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: May 27, 2014

Residential Tenancy Branch

