



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This is an application for a monetary order for \$22,337.21.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

Issue(s) to be Decided

Have the applicant's established a monetary claim against the respondent, and if so in what amount.

Background and Evidence

This tenancy began on September 15, 2013 with the monthly rent of \$720.00 the security deposit of \$360.00 was paid.

The tenants vacated the rental unit on August 31, 2014, pursuant to an Order Of Possession.

The tenants testified that:

- This rental unit was not safely maintained or in safe condition for the full term of the tenancy and therefore they believe they should get the full 10 ½ months' rent of \$8280.00 returned.

- The rental unit had loose railings and was not up to code, and as a result he fell on two occasions.
- Also he is now having health issues which he believes is due to mold and mildew in the rental unit.
- They also had to put up with noise from the suite below them.
- They therefore believe that they were falsely lured into this rental unit and therefore they also believe the landlord should be returning both their moving cost of \$9087.76 to move to the rental unit, and moving costs of \$4484.45 to move out of the unit.
- They are also requesting recovery of their \$100.00 filing fee.

The landlord testified that:

- He had no complaints from the tenants whatsoever, either verbally or in writing, about safety issues in the rental unit, about noise, or about mold or mildew.
- Nothing was ever said to him during the whole tenancy until after he served the tenant's with the Notice to End Tenancy.
- He does not believe there were any safety issues in the rental unit, and even if there were he was not notified of them or given any reasonable time to rectify any issues.
- Further, he never lured the tenants into the rental unit, and in fact the tenants answered an ad, and aggressively pursued renting this unit.
- He therefore believes the tenant's full claim should be dismissed.

In response to the landlord's testimony the tenants testified that:

- He admits they never gave the landlord any request in writing prior to being given an eviction notice; however he did make frequent verbal requests.
- They were in the rental unit for a full 10 days after receiving the eviction notice and the landlord still did no repairs even though he knew repairs were needed.

Analysis

The burden of proving a claim lies with the applicant and when it is just the applicants word against that of the respondent that burden of proof is not met.

It is my finding that the tenants have not met the burden of proving that they ever notified the landlord of any need for repairs in the rental unit prior to receiving an eviction notice from the landlord.

Secondly it is also my finding that even if the tenants did request repairs after they receive the eviction notice, the landlord was not given sufficient time to investigate and determine what if any repairs needed doing.

It appears to me that this is a vexatious claim that's been filed in response to having been evicted, and I find no merit in the claim whatsoever.

Conclusion

This claim is dismissed in full 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: April 01, 2015

Residential Tenancy Branch

