



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes PSF, RP, O

Introduction

The tenant applies for a repair order and for the provision of a service or facility, namely, a storage locker.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenant is entitled to an order that the landlord repair items in the rental unit or that the tenant is entitled to the use of a storage locker?

Background and Evidence

The rental unit is a two bedroom condominium apartment. There is a written tenancy agreement, though neither party submitted a copy of it.

The tenancy started in February 2015 for a fixed term ending January 31, 2016. The landlord's representative Ms. B. says that the tenancy agreement requires the tenant to vacate at the end of the term. The tenant is not sure.

The monthly rent is \$900.00, due on the first of each month. The landlord holds a \$450.00 security deposit.

The tenant testifies that a number of items; cabinet doors and drawers, a bathroom sink, a kitchen sink, required repair and that there was no plug for the tub drain. He says that all the items were noted to require repair or provision on the move-in inspection report. He did not file a copy of that report and neither did the landlord.

The tenant says that the landlord promised him a storage locker in the building but has not done so.

Ms. B. for the landlord says she is unsure what it is the tenant requires repair of. She says that he has made repairs during the life of the tenancy, submitted receipts and been compensated. The tenant complained about the washing machine and it was replaced.

She says that a storage locker was not provided as part of the tenancy though the owner had indicated that she had one located on site and would try to empty it and let the tenant use it.

Analysis

The burden of proof in a dispute resolution initially lies with the claimant; the tenant in this case.

In the face of the competing testimony, and for the want of any corroboration of the tenant's repair claims, I find that he has not proved on a balance of probabilities that the landlord agreed to any repairs in the move-in inspection report. Even despite the report, the tenant has not satisfied me that he has notified the landlord of any needed repair and given the landlord an opportunity to conduct the repair.

In regard to the storage locker, the tenant has failed to establish that he was entitled to a storage locker under the terms listed in his tenancy agreement.

Conclusion

The tenant's application must be dismissed.

This decision is rendered orally and 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: December 29, 2015

Residential Tenancy Branch

