



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RPP, LRE, RR, FF

Introduction

The tenant applies to cancel a ten day Notice to End Tenancy for unpaid rent dated May 9, 2016, for an order that the landlords return personal property, an order restriction landlord right of entry and for a rent reduction claiming that repairs, services or facilities were agreed upon but not provided, in particular, the bathroom facility.

At hearing it was agreed that the tenant will vacate the premises on or before June 30, 2016 and that the landlords will have an order of possession for one o'clock on that date.

The tenant withdrew his applications regarding landlord right of entry and return of personal property.

All 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. Neither side submitted documentary evidence.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the landlords have failed to provide a bathroom facility during this tenancy?

Background and Evidence

The rental unit is a two bedroom suite in a house containing one other rental unit.

The parties disagree about whether the tenancy started in December 2014, when the tenant first began living in the suite, or January 2016 when it was clear he was a tenant and not a mere occupant. Regardless, the monthly rent is \$1800.00. The landlords do not hold any deposit money.

The tenant testifies that the landlords failed to provide a working bathroom “for days.” He did not indicate when the failure occurred, nor in what regard the bathroom was not functional as a bathroom.

He says the landlords entered illegally. No further details were provided.

He says the landlords left the bathroom “in disarray.” No further details were given.

The landlord Mr. H. testifies that the landlords painted the bathroom. The toilet, sink and shower continued to be useable. He says they gave proper written notice to enter to do so and that on a second day they obtained the tenant’s permission to enter.

He says that only “mild dust” was left behind and that he would have provided the tenant with cleaning services had there been any complaint.

In response, the tenant disagrees that only “mild dust” remained after the work.

Analysis

The applicant, the tenant in this case, bears the burden of providing evidence that satisfies an arbitrator, on a balance of probabilities, that his version of events is preferable over the version offered by the respondent.

The tenant has failed to satisfy that burden here. There was no evidence to corroborate or otherwise support either side’s version and they are equally persuasive.

In such circumstances, the application must be dismissed.

Conclusion

The application 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: June 15, 2016

Residential Tenancy Branch