



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** RP, RR, MNR, MNDC

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*. The tenant applied for a monetary order for her services to paint and clean the rental unit and for an order directing the landlord to carry out repairs and reduce rent.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. At the start of the hearing, the tenant stated that she had moved out of the rental unit on November 30, 2016, because the rental unit was uninhabitable and because the landlord had served her with a notice to end tenancy. The tenant agreed that she had not paid rent for November and December and also owed \$400.00 from October 2016. The tenant also agreed that she had not informed the landlord that she had moved out and had not returned the keys to the landlord.

Since the tenancy has ended the tenant's application for an order directing the landlord to carry out repairs and to reduce rent is not relevant and therefore dismissed. Accordingly this hearing only dealt with the tenant's application for a monetary order for compensation for her services to paint and clean the rental unit.

### **Issues to be decided**

Is the tenant entitled to compensation?

### **Background and Evidence**

The tenancy started in October 2012. The monthly rent was \$1,100.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$600.00.

During the hearing, the tenant was disruptive and interrupted the landlord and myself multiple times. Despite warning the tenant to wait her turn to speak, she continued to be disruptive throughout the hearing making it difficult for me to conduct the hearing.

The tenant testified that at the start of the tenancy more than two years ago, the tenant found that the rental unit needed painting and cleaning. The tenant did so and is now requesting payment of \$2,500.00 for painting plus \$1,500.00 for cleaning.

The landlord denied having agreed to pay the tenant for her services. The landlord stated that the tenant wanted to move in early and agreed to finish the work that was in progress. The tenant did not file any other documents to support her monetary claim.

### **Analysis**

Based on the sworn testimony of the both parties, I find that the tenant is making a claim for services that she rendered at the start of tenancy. The tenancy started on October 01, 2014 and the tenant made this application on October 28, 2016. The landlord denied having agreed to pay the tenant for her services to finish the painting that was in progress or for cleaning the rental unit after the job was complete.

As explained to the parties during the hearing, the onus or burden of proof is on the party making a claim to prove the 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.

In this case, the tenant wanted to be reimbursed for her services but the landlord denied having agreed to reimburse the tenant. In the absence of additional evidence to support the tenant's claim, I dismiss the tenant's claim for \$4,000.00.

### **Conclusion**

The tenant's 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: December 15, 2016

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Residential Tenancy Branch