



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, PSF, RP, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for loss or other money owed, to have the landlord provided services or facility required by the tenancy agreement, to have the landlord make repairs to the rental unit and to recover the filing fee.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Preliminary and procedural matters

At the outset of the hearing the parties agreed that the tenant vacated the premises on October 30, 2017. Therefore, I find the only issue for me to decide is whether the tenant is entitled to monetary compensation. The balance of the tenant's application is dismissed.

The tenant provided a new service address at the hearing. I have noted that address on the covering page of this decision.

Issue to be Decided

Is the tenant entitled to a monetary order for compensation for loss or money owed?

Background and Evidence

The parties entered into a fixed term tenancy that began on June 16, 2017 and was to expire on June 30, 2018. Rent in the amount of \$1,200.00 was payable on the first of each month. The tenant paid a security deposit of \$600.00. The tenancy ended on October 30, 2017.

The tenant testified that included in the rent was free laundry. The tenant stated that they did not have full access to the laundry room and were denied access.

The tenant testified that they had to do their laundry elsewhere at the cost of \$50.00 per month plus transportation costs, such as a taxicab. The tenant seeks to recover the amount of \$400.00 per month.

The landlord testified that free laundry was included in the rent; however, as the laundry room gives access to their premise, the tenants can only access the facilities when they are home. The landlord stated the tenants had daily access Monday to Friday from 3pm to 8 pm and all day Saturday and Sunday.

Filed in evidence for the landlord is a letter from the other renter, confirming laundry services are provided as stated by the landlord. Filed in evidence are text messages between the parties.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the tenant has the burden of proof to prove their claim.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

In this matter the tenancy agreement support that rent includes free laundry. The tenancy agreement does not speak to the issue of how the service was to be provided. I accept the landlord's version over the tenant's version, as it has the ring of truth and is supported by a letter from another rent.

I find the tenant had access to the laundry facilities daily from 3pm to 8pm and all day Saturday and Sunday. The tenant simply had to ask the landlord to unlock the facilities.

The tenant provided no evidence that the landlord refused the tenant access during these times. I find the tenant has failed to prove a violation of the Act, by the landlord. Therefore, I dismiss the tenant's application.

Since the tenant's application is dismissed the tenant is not entitled to recover the cost of the filing fee from the landlord.

Conclusion

The tenant failed to prove a violation of the Act by the landlord. 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: November 15, 2017

Residential Tenancy Branch