



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, CNC, RP, PSF, RR, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order regarding a disputed additional rent increase pursuant to section 43;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

At the outset of the hearing the tenant testified that he has moved out of the rental unit and said that he is only seeking the portion of the application for a monetary award for retroactive rent reduction.

The landlord did not attend this hearing which lasted approximately 15 minutes. The tenant appeared and was given a full opportunity to be heard, to present sworn testimony, to make submissions and call witnesses.

The tenant testified that he served the application for dispute resolution on the landlord by registered mail on October 23, 2017. The tenant provided a Canada Post tracking number as evidence of service. I find that the landlord was deemed served in accordance with sections 88, 89 and 90 of the Act on October 28, 2017, five days after mailing with the tenant's hearing package.

Issue(s) to be Decided

Is the tenant entitled to a monetary award for past rent paid to the landlord?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

While I have turned my mind to all the uploaded evidence and the testimony, not all details of the submissions and/or arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

The tenant provided undisputed evidence regarding the following facts. This tenancy began in February, 2009. The monthly rent at the end of the tenancy was \$1,053.00 payable on the first of each month.

The tenant testified that the rental unit had various deficiencies which reduced the value of the tenancy. The tenant claims the amount of \$760.00 for the following items.

The tenant said that the oven was not in working order since October, 2016 and the stove and one of the burners would not function. The tenant submitted into written evidence a letter dated October 10, 2016 as evidence that they reported the issue to the landlord. The tenant claims \$450.00, rent reduction of \$50.00 for 9 months, for this item.

The tenant claims \$100.00 for the lack of "floor hearing service".

The tenant claims that they did not have working laundry facilities for a time during the tenancy and claims the amount of \$210.00. The tenant calculates this amount based on \$60.00 for laundromat fees and \$150.00 for the 15 hours/week spent at the laundromat doing laundry. The tenant submitted into written evidence a single receipt which shows that \$12.00 was paid on October 13, 2017.

In support of the claim that the landlord denied them the use of these amenities the tenant uploaded into evidence an audio recording of a conversation between two individuals and a photograph of a RCMP card with a file number.

Analysis

The tenant seeks compensation for loss in the value of the tenancy due to the services which he says was denied. Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. This provision is read in conjunction with paragraph 65 (1)(f) of

the *Act*, which allows me to reduce the past rent by an amount equivalent to the reduction in value of a tenancy agreement.

I find that there is insufficient evidence to conclude that the tenant suffered a loss due to the landlord's actions. The burden of proof rests with the applicant. Even though the landlord did not attend the hearing and the tenant's testimony was not disputed I find that it has not met the burden of proof on a balance of probabilities.

I find the tenant's testimony to be vague and unpersuasive. The tenant provided little details in the testimony as to the nature of the loss they suffered. I find that the evidence submitted to be of little help in supporting the tenant's claims.

I find that an audio recording where the parties are not identified and no information is provided about the date the recording was made, the surrounding circumstances, or any contextual information can be given very little weight. I find that a card provided by the police with a file number to not be persuasive evidence that the losses suffered were a result of the landlord.

I find that the tenant has not met the burden of proof in showing sufficient evidence that the rent should be reduced for services or facilities agreed upon in the tenancy agreement but were denied by the landlord. I therefore dismiss the tenant's application.

Conclusion

The tenant's application is dismissed 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: January 8, 2018

Residential Tenancy Branch