



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, MNDCT

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant filed under the *Residential Tenancy Act*, (the “*Act*”), to cancel One Month Notice to End Tenancy for Cause, (the “*Notice*”) issued July 1, 2018, to restrict the Landlords’ access to the rental unit and for a monetary order for damage or compensation under the *Act*. The matter was set for a conference call.

Both the Landlords and Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary Matter

At the outset of the hearing, the parties agreed that the Tenant had moved out of the rental unit and that the Landlord currently has possession of the rental unit.

I find that there is no requirement in this hearing to make a determination regarding the validity of the Notice or whether the Landlord’s access to the rental unit should be restricted, as the Tenant had vacated the rental unit.

I will proceed with the Tenant's application in regard to his request for a monetary order for damage or compensation under the *Act*.

Issues to be Decided

- Is the Tenant entitled to a monetary order for damage or compensation under the *Act*?

Background and Evidence

The Tenant testified that the tenancy began on October 1, 2017, as a month to month tenancy. Rent in the amount of \$900.00 was to be paid by the first day of each month and at the outset of the tenancy, the Tenant paid a \$450.00 security deposit. Both parties agreed that there was no written tenancy agreement for this tenancy.

The Tenant testified that the Landlord would only permit him to park one vehicle in front of this rental unit and that he had to purchase an additional parking spot at the cost of \$160.00 per month. The Tenant testified that he had three vehicles parked in front of his rental unit between October to December 2017 and that the Landlord had made him move the other two vehicles in January 2018. The Tenant is seeking \$1,270.00 (7 months x \$160.00), to recover the cost of paying to park his other vehicles at another location.

The Landlord testified that he had told the Tenant when the tenancy began that there was only parking for one vehicle with this tenancy and that the one vehicle must be properly licenced. The Landlord testified that he had spoken to the Tenant several times between October to December 2017, about the extra vehicles he had parked on to the property. The Landlord testified that during these conversations he had told the Tenant to get rid of the two extra vehicles and reminded the Tenant he was only given one parking spot with his tenancy.

The Tenant testified that the washing machine had not worked throughout his tenancy and is seeking \$1,000.00 (10 months x \$100.00), to recover his costs associated with doing his laundry of the site. The Tenant testified that the Landlord had replaced the

washing machine at the beginning of the tenancy and that the new machine had never worked.

The Landlord testified that the Tenant had reported to him that the washing machine was leaking at the beginning of the tenancy. The Landlord testified that he replaced the washing machine right away, and provided a copy of the receipt of purchase into documentary evidence. The Landlord also testified that he tested the new machine when it was installed and again after he took possession of the rental unit, after the Tenant moved out, and that the machine work appropriately during both tests.

Analysis

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

During the hearing, I heard contradictory testimony from both parties regarding the number of parking spots provided and the functionability of the washing machine during this tenancy.

In cases where two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making a claim has the burden to provide sufficient evidence over and above their testimony to establish their claim.

After careful review of the Tenant's documentary and digital evidence, I find that the Tenant has not provided sufficient documentary evidence, to satisfy me, that the Tenant was promised more than one parking spot for his tenancy or that the washing machine had not been in good working order throughout his tenancy. I find there is an absence of physical evidence that would outweigh the contradictory verbal testimony of the parties, in this case.

Therefore, I find that the Tenant has not proven sufficient evidence to support his claim for compensation under the *Act*, and I dismiss the Tenant's application.

Conclusion

I dismiss the Tenant's application, for compensation under the *Act*.

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: September 5, 2018

Residential Tenancy Branch