



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenants filed under the *Residential Tenancy Act* (the “*Act*”), for a monetary order for compensation under the *Act*, and to recover the filing fee for their application. The matter was set for a conference call.

Both the Landlords and both the Tenants attended the hearing and were each affirmed to be truthful in their testimony. The Landlords and Tenants were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

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.

Issues to be Decided

- Are the Tenants entitled to a monetary order for money owed or compensation?
- Are the Tenants entitled to recover the filing fee for their application?

Background and Evidence

The Tenants testified that they had been living in the rental unit for six years when the new owners, the Landlords, purchased the rental property. The Tenants testified that on July 1, 2020, they and the new Landlords signed a new tenancy agreement.

The Tenancy agreement shows that this tenancy began on July 1, 2020, as a month-to-month tenancy. Rent in the amount of \$1,430.00 was to be paid by the first day of each month, and that the Landlords were holding a \$650.00 security deposit. The Landlords submitted a copy of the tenancy agreement into documentary evidence.

Both parties also agreed that the July 1, 2019, tenancy agreement did not include cable/internet.

The Tenants testified that when they had been asked to sign this new tenancy agreement, they believed that nothing was going to change in their tenancy, and the document was just so the new owners could have their personal information.

The Tenants testified that the July 1, 2019, tenancy agreement document was blank when they signed. When asked by this Arbitrator, the tenants offered no explanation as to why they would sign a blank contract.

The Landlords testified that the July 1, 2020, tenancy agreement document was completely filled out when it was presented to the Tenants to signed.

The Tenants testified that under their previous tenancy agreement, the cable and internet had been included in their rent. The Tenants submitted a copy of their previous tenancy agreement and a copy of a cable/internet bill into documentary evidence.

The Tenants testified that on July 2, 2020, they discovered that their cable/internet had been turned off. The Tenants testified that they immediately called the Landlord and that this was when they discovered that the Landlords had removed the cable/internet from their tenancy. The Tenants testified that they had to, but the cable/internet in their own name and they are requesting the recovery of the cable/internet charges between July 2019 to February 2020, in the amount of \$1,840.00.

The Landlords testified that they did remove the cable/internet from the tenancy and that they had purposely not included it in the July 1, 2019 tenancy agreement because the cable/internet bill was too high. The Landlords testified that they had called the Residential Tenancy Branch and had been advised on how the appropriate ways to remove a service from a tenancy. The Landlords stated that they never hid their intention to remove the service for this tenancy.

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 on the content of the tenancy agreement that was signed between these parties on July 1, 2020.

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. In this case, as the Tenants are the applicants, they hold the burden to prove their case beyond their verbal claims.

After a review of the Tenants documentary evidence, I find that the Tenants have not provided any documentary evidence to show that the tenancy agreement signed between these parties on July 1, 2020, looked any different than the document that I have before me in these proceedings.

Additionally, I find the Tenants' argument that they signed a blank tenancy agreement to be an unreasonable and insufficient cause to set the July 1, 2020, tenancy agreement aside.

Therefore, I find that the Tenants have not proven sufficient evidence to support their claim for compensation under the *Act*, and I dismiss the Tenants' application in its entirety.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenants have been unsuccessful in their application, I find that the Tenants are not entitled to the return of their filing fee.

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: October 9, 2020

Residential Tenancy Branch