



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding The Pavilion/Onni Group and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes **RR, FFT**

Introduction

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

- A reduction in rent pursuant to section 65; and
- Authorization to recover the filing fee from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The tenant represented themselves with assistance. The corporate landlord was represented by its agent (the "landlord").

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Is the tenant entitled to a reduction in rent?

Is the tenant entitled to recover the filing fee from the landlord?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective 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 parties agree on the following facts. This tenancy began on September 1, 2020. Monthly rent is \$1,287.50 payable on the first of each month. The parties completed a move-in condition inspection report though the tenant claims that they were not provided with a copy by the landlord.

The tenant claims that copy of the report submitted into evidence by the landlord omits an additional page where the tenant indicated that cleaning and work was required. The copy of the report signed by the parties indicates that the condition of all aspects of the rental unit is deemed "good" and there are no handwritten notes. The tenant also claims that because some of the handwritten checkmarks on the report are not centered in the space provided, that they mean that the suite was in poor condition. The tenant claims that they made multiple requests for a copy of the inspection report but were denied by the landlord. The landlord testified that it is standard procedure to prepare and provide a copy of the report to the tenant and they have no indication that procedure was not followed.

The tenant submits that the rental unit was not sufficiently cleaned when they moved in, that there was debris from previous occupants left in the rental unit, that they did not have an opportunity to inspect the suite prior to taking possession. The tenant gave lengthy testimony regarding various deficiencies they felt in both the rental unit and their interactions with agents of the corporate landlord. The tenant submits in their written submissions that agents of the landlord have made several dismissive and threatening remarks in their correspondence. The tenant provided some photographs of the rental unit and correspondence with the landlord in support of their claim that professional cleaning was required. The tenant further claims that they incurred costs for moving into the rental unit, purchasing their own cleaning supplies, loss of income from taking days off from work, and a loss of quiet enjoyment from the stresses related to dealing with their tenancy issues.

The landlord disputes the tenant's application in its entirety. The landlord says that the condition inspection report indicates that the parties agreed that there were no deficiencies when the tenancy began and they have responded to the tenant's requests in a reasonable and professional manner.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. 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 of the *Act* 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.

I find insufficient evidence in support of the tenant's claim and that they have not met their evidentiary onus on a balance of probabilities.

I found the tenant to be an unreliable witness and their submissions to have little air of reality. The tenant's complaints about the state of the rental unit are so hyperbolic that they would be readily apparent during a cursory inspection. It is difficult to reconcile the tenant's descriptions with the fact that they signed a condition inspection report indicating that all aspects of the suite to be "good". I find the tenant's claim that they provided hand-written notes regarding the state of the unit on another page to be unbelievable given that there is ample space provided on the report for parties to add additional comments or notes. I find the tenant's belief that because some of the checkmarks indicating that the suite condition is good is not centered in the box provided that it must indicate the suite was in poor condition to be an unreasonable conclusion to draw.

Pursuant to section 21 of the *Residential Tenancy Regulations* I find that the completed condition inspection report to be sufficient evidence of the state of the rental unit and the photographs and testimony of the tenant to be insufficient evidence to the contrary to outweigh the evidentiary weight of the report.

I draw an adverse inference from the fact that the tenant makes multiple reference to disparaging comments made by the landlord's agents in their written submissions and requests for a copy of the inspection report but have failed to provide any copies of the correspondence into evidence showing those comments. The tenant also claims that they were not provided with a copy of the condition inspection report and have made multiple requests for the report but have provided no documentary evidence to support this position that they have ever made such a request. The correspondence submitted

into documentary evidence by the tenant involve the tenant's multiple complaints with prompt and professional response from the landlord.

I further note that despite referencing the existence of witnesses to the state of the rental unit and being provided a full opportunity to call any witnesses they required to support their claim, the tenant failed to call any witnesses at the hearing.

I find that the tenant has failed to meet their evidentiary onus for any portion of their claim. Consequently, I dismiss the tenant's application in its entirety without leave to reapply.

Conclusion

The tenant's application is dismissed in its entirety 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: February 2, 2021

Residential Tenancy Branch