



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RR, RP, LRE, FFT

### Introduction

On January 9, 2022, the Tenant made an Application for a Dispute Resolution Proceeding seeking a repair Order pursuant to Section 32 of the *Residential Tenancy Act* (the “*Act*”), seeking a rent reduction pursuant to Section 65 of the *Act*, seeking to restrict the Landlord’s right to enter pursuant to Section 70 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both the Tenant and the Landlord attended the hearing. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, neither party could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, the parties were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

During the hearing, service of documents was addressed. As I am satisfied of service, I have accepted the parties’ evidence and will consider it when rendering this Decision.

The parties were advised that as per Rule 2.3 of the Rules of Procedure, claims made in an Application must be related to each other, and I have the discretion to sever and dismiss unrelated claims. As such, and as the Tenant identified a rent reduction request as the most pressing issue, this hearing primarily addressed those submissions, and the

other claims were dismissed. The Tenant is at liberty to apply for any other claims under a new and separate Application.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

#### Issue(s) to be Decided

- Is the Tenant entitled to a rent reduction?
- Is the Tenant entitled to recover the filing fee?

#### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on June 1, 2021, that rent was currently established at \$3,000.00 per month, and that it was due on the first day of each month. A security deposit of \$1,500.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

The Tenant advised that he is seeking a rent reduction of **\$1,000.00** per month because he was not provided with as much space in the rental unit as was discussed or illustrated in pictures provided. He stated that he was not permitted to see the rental unit prior to signing the rental agreement in April 2021, even though he made three requests to do so, although he was provided pictures. He stated that he “assumed” that the pictures illustrated what areas of the rental unit were provided to him as part of this tenancy. He stated that he met with the Landlord in April 2021 and was promised more areas of the rental unit than were provided. He submitted that he questioned the Landlord about this because he was agreeing to a tenancy sight unseen. However, he did not have any documentary evidence to prove what specific discussions were had regarding this issue, if any. He simply took the Landlord at her word for what was included.

The Landlord advised that she purchased the rental unit and received the keys at the end of May 2021. She stated that the pictures provided to the Tenant were provided to her from the realtor and that the previous owner would not allow for viewings due to COVID concerns. She stated that the rental unit was composed of four bedrooms and two and a half bathrooms, as per the ad she included as documentary evidence. In addition, she referenced an ad submitted as documentary evidence for the other two bedrooms on the property, that were not included in the tenancy agreement, but were rented to someone else under a different tenancy agreement. She stated that the Tenant is being provided with exactly what was stipulated in the ad and the tenancy agreement. She refuted that there were any discussions or promises made about additional specific areas that were supposed to be provided to the Tenant, but were not.

### Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 67 of the *Act* allows for compensation to be awarded.

I find it important to note that when two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim. Given the contradictory testimony and positions of the parties, I may also need to turn to a determination of credibility. I have considered the parties' testimonies, their content and demeanour, as well as whether it is consistent with how a reasonable person would behave under circumstances similar to this tenancy.

When reviewing the totality of the evidence before me, the consistent and undisputed evidence is that the "Main" portion of the property was rented to the Tenant. While it is his position that he was promised more area than he was provided with, I do not find that he has submitted any documentary evidence to support this allegation. I find it important to note that he signed the tenancy agreement months before the tenancy was set to begin, without viewing the rental unit. There is no obligation for the Tenant to have signed this agreement before seeing the rental unit, and the onus is on the Tenant to do his due diligence prior to signing any agreement. As he himself acknowledged, it is evident that the Tenant assumed, from the realtor pictures submitted, that he would

be entitled to everything in those pictures. I also note that the ad for the rental unit clearly outlines what was provided, and it appears to be consistent with what was outlined at the start of this tenancy.

Given that the burden of proof is on the Tenant to establish his claim, when weighing all of the evidence before me, I do not find that the Tenant has submitted sufficient documentary evidence to support his allegations that he was promised more areas on the property than what was agreed to and stipulated in the tenancy agreement. As a result, I dismiss the Tenant's request for a rent reduction as I do not find that it has been substantiated by the Tenant.

As the Tenant was not successful in this Application, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this Application.

### Conclusion

I dismiss the Tenant's Application 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: April 11, 2022

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Residential Tenancy Branch