



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## Decision

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This matter dealt with an application by the landlord for a monetary order for unpaid rent, damage to the rental unit and to recover the filing fee for this application.

At the hearing which was held via teleconference, the landlord was represented as was one of the tenants. The landlord provided documents to show that both tenants had been duly served the notice of this hearing and I find that the necessary service has been properly carried out.

I advised both parties that I would consider their affirmed testimony as well as all documentary evidence that had been submitted prior to the hearing in reaching a decision.

### Issues(s) to be Decided

Is the landlord entitled to a monetary order as requested in their application, and if so in what amount?

### Background and Evidence

The landlord and tenant are in agreement of the following facts:

- (1) The tenancy commenced in April 2006 and that the current rent is \$466.00 per month.
- (2) The landlord took a security deposit of \$225.00 at the start of the tenancy
- (3) The tenants gave written notice on July 2, 2008 to vacate and did so at that time.
- (4) The tenants have only paid \$100.00 towards the July rent and that there is a balance due of \$366.00.
- (5) The landlord was able to re-rent the unit at the end of July 2008.
- (6) Both parties agree that no move-in or move-out inspection was ever conducted of the rental unit, #113.
- (7) That the move-in/out inspection report submitted as evidence had been altered from #5 to #113.



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The landlord's claim outside the agreed to rent owing is for \$180.00 for cleaning of the rental unit, repairs (namely wall patching and painting) \$70.00 and carpet cleaning of \$73.50 for a total of \$323.50.

The landlord states that the lease requires the tenants to clean the carpets upon moving out, but has not provided a copy of the lease at this hearing. The tenant alleges that the carpets were not clean when they took possession and that they had cleaned them during the course of the tenancy and that they were cleaner now than when they moved in.

The landlord's claim for repairs relates mainly to a large number of screw holes in the walls of the rental unit. The landlord referred to a number of photographs they had taken after the tenants had vacated, but those photographs have not been submitted for my consideration. The tenant's position is that the screw holes were there when they took possession in 2006, and as such they are not liable for the repairs.

The landlord has also submitted a claim of \$180.00 which is for cleaning of the apartment. The invoice shows cleaning of the bathroom, sweeping and vacuuming of floors and washing of patio and siding. The invoice shows a total of 12 hours were required to complete the work. The tenant alleges that the rental unit was clean when it was vacated and that it had been thoroughly vacuumed.

## Analysis

There is conflicting evidence as to what the condition of the rental unit was at the start and at the end of the tenancy. Both parties are unable to agree on most of the issues and in the absence of move in/out inspections or submission of photographs by the landlord the true condition is a point of contention. The landlord is required to afford the tenant two opportunities to attend at a move-out condition report, and there is no evidence before me that that was in fact done. The lack of such an inspection does not in itself dismiss the landlord's claim, but it does leave the actual condition of the rental unit open to interpretation.

The landlord claims to be in possession of photographs which would verify the condition at the time of the move-out, but has not submitted them for this hearing or provided them to the tenant. Even if they were submitted, the condition at move-in is still unknown. The burden of proof in this matter rests upon the landlord to prove that the condition of the unit is such as to substantiate their claim.

The issue of the submission of an altered inspection document also causes some concern as to the reliability of the evidence as presented by the landlord. The landlord at the hearing admitted that the document was indeed not genuine, and I find that although there does not appear to be an attempt to deceive, it does tend to taint the credibility of the landlord.



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## Conclusion

I find that the landlord has not met the burden of proof required to substantiate their claim for damages to the rental unit. There is a great deal of doubt as to whether any damage to the rental unit occurred during the course of this tenancy, or were indeed pre-existing as alleged by the tenant. I dismiss the claim by the landlord in relation to the cleaning, the carpet cleaning and the wall repairs.

I find that the landlord is entitled to unpaid rent for July 2008 in the amount of \$366.00 and that the landlord is entitled to recover the filing fee for this application of \$50.00 for a total of \$416.00. The landlord may retain the security deposit plus interest of \$231.71 and I grant the landlord an order for the balance of \$184.29. The order may be filed with and enforced as an order of the Provincial Court of British Columbia.

Dated: September 19, 2008

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Dispute Resolution Officer