



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, SS, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$2290.00 and a request to retain the full security deposit plus interest towards the claim.

Background and Evidence

Items not disputed.

The respondent stated at the hearing that he does not dispute the claim for \$1190.00 in rent and he does not dispute the claim for \$100 in utilities.

Disputed items

The applicant testified that:

- a moving inspection report was done and a copy was given to the tenants and there was no window damage and no red marks on the walls at the time of that report.
- The tenants left the windows open and the rental unit throughout the winter and as a result extensive water damage has been caused to the Windows.
- The tenants also left red streaked walls where the red couch was sitting.

The landlord is therefore requesting an order for \$800.00 to repair the Windows and repaint the wall.

The respondent testified that:

- They did not leave the windows open during the winter and he is not aware of any damage caused to the Windows.
- They are unaware of any red streaks on the walls.
- They never received a copy of the move in the inspection report.

The respondents are therefore requesting that the \$800 claim for alleged damages be dismissed.

Analysis

I've allow the claims for \$1190.00 rent and \$100.00 utilities as these are undisputed.

I will only allow small portion of the landlord's claim for damages. The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met. In this case the applicant has not met the burden of proving that the damage to the Windows was caused by any negligence on



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the part of the tenants and therefore I will not allow any of the claims for window damage.

I will however allow a small portion of the damage claim, for the red mark on the wall because I except the landlord's claim that the damage was caused by the tenants couch. I therefore allow \$100.00 for wall damage

I further order that the respondent bear the \$ 50.00 cost of the filing fee paid for this hearing.

Conclusion

I've allowed \$1440.00 of the landlord's claim. I therefore order that the landlord may retain the full security deposit and pet deposit plus interest:

\$ 905.13

I further Order that the Respondent(s) pay to the applicants the following amount:

\$534.87

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: June 10, 2009.

Dispute Resolution Officer