



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, MNDC & FF

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

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

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$850.00, plus the \$50.00 cost of the filing fee paid for this hearing for a total of \$900.00 and a request to retain the full security deposit plus interest towards the claim

Background and Evidence

The landlord's son testified that:

- The tenants left the rental unit dirty and therefore it had to be cleaned a cost of \$250.00.
- The tenants also burned the countertop in the rental unit and therefore the countertop has to be replaced at a cost of \$400.00.
- There was no damage to the countertop when the tenants moved into the rental unit

The applicant is therefore requesting that they be allowed to keep \$700.00 of the security deposit to cover the above damages and the filing fee.

The respondent's testified that:

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Ministry of Housing and Social Development

- The rental unit was left clean and they had gone back three times to do extra cleaning after the photos were taken, therefore the landlord should not be charging them for any further cleaning.
- The damage claimed by the landlords to the countertop may well have existed when they moved into the rental unit as it was very small and not very noticeable.
- There was no move in inspection done at the beginning of the tenancy and therefore there is nothing recorded as to the condition of the countertop.

Analysis

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 the absence of a move in or move out inspection report it is basically just the landlord's word against that of the tenant's and since the tenants claim to have left the rental unit clean and claim to have caused no damage during the tenancy, the landlords have not met the burden of proving this claim.

Conclusion

This application is dismissed in full and I'm issued an order for the landlords to return the full security deposit of \$850.00 plus interest of \$2.40, for a total of \$852.40 to the tenants.

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: July 29, 2009.

Dispute Resolution Officer