



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD, OPR

Introduction

A substantial amount of 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 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 an Order of Possession based on a Notice to End Tenancy for non-payment of rent, a request for a monetary order for \$7,103.13, and a request for an order for the respondent to bear the \$100.00 cost of the filing fee paid for this hearing.

Background and Evidence

An Order of Possession is no longer needed as the tenant has already vacated the rental unit and the landlord has possession.

Portion of the claim not in dispute

At the hearing the respondent testified that she does not dispute the following portions of the claim:

outstanding rent	\$6,850.00
Carpet cleaning	\$300.00
Total	\$7,387.00

Disputed portion of the claim

The landlord testified that:

- The tenant left the rental unit in need of extensive painting, as most of the walls in the rental unit had damage to them.
- He is therefore claiming \$700 .00 for the cost of having walls painted.
- The tenant also failed to return the keys and as a result he had to have the locks re-keyed at a cost of \$116.13.

The tenant testified that:

- She does not dispute that there was some painting required at the end of her tenancy; however she disputes the amount and claims that there was not extensive damage to the walls.
- She is willing to meet the landlord halfway on the cost of painting.
- She is not willing to pay anything for re-keying of the locks claiming that she did return the keys to the landlord, other than the mailbox key and the landlord has not claimed for the mailbox key anyway.

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.



Dispute Resolution Services

Page: 3

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In this case it is my decision that the applicant has failed to meet the burden of proving his claims for the full amount of painting and for the re-keying of the locks.

The tenant has agreed to pay one half the cost of the painting and therefore I will allow that amount.

I will not allow any of the amount claimed for re-keying of the locks, as the landlord has not met the burden of proving that the tenant did not return the keys.

I allow the landlords claim for the \$100.00 filing fee.

Conclusion

The landlord has established a claim totalling \$7,837.00. I therefore order that the landlord(s) may retain the full security deposit plus interest:

\$ 1106.67

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

\$6730.33

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: October 02, 2009.

Dispute Resolution Officer