

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a Monetary Order for damage to the rental unit, an Order to keep all or part of the security deposit and a Monetary Order to recover the filing fee.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and were sent to the tenant by registered mail on March 22, 2010.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the rental unit?
- Is the landlord entitled to keep all or part of the security deposit?

Background and Evidence

Both parties agree that this tenancy started on October 01, 1994. This started as a fixed term tenancy and has now reverted to a month to month tenancy. Rent for this unit was \$1,480.00 per month and was due on the 1st of each month. The tenants paid a security deposit of \$650.00 on September 23, 1994.

The landlord testifies that the tenants caused some damage to the property. It was agreed at the end of the tenancy that there were two closet doors missing. The landlord and tenant agree that these doors were made up of four bi-fold doors with replacement costs of \$228.25 including tax. Both Parties also agree that the landlord has incurred labour costs to fit these replacement

doors and paint them. Although there was some dispute over the amount of hours this took, the tenants have agreed to reimburse the landlord his labour costs of \$150.00.

The landlord states there was also a closet door and shelving missing on the lower floor of the unit which he states had two 30" bi-fold doors. The landlord seeks the cost of replacing these doors of \$134.35 including tax and labour costs. The landlord testifies that it was identified during a walk through inspection with one of the tenants on March 06, 2010 and was identified again on another inspection on March 11, 2010 that the doors were missing. The landlord states he took photographs of the closets with missing doors on or about March 14 or 15, 2010.

The tenants agree that the upstairs closet doors were missing at the end of the tenancy however they disagree that the closet doors were missing at the end of the tenancy from the downstairs room. The tenants claim they have no knowledge of what happened to the doors but state that they did not remove them. And dispute the landlords' testimony that he told them about the missing doors at the move out walk through.

The tenants testify that despite informing the landlord that he was required to conduct a proper move out inspection report he failed to do so in accordance with the Residential Tenancy Act.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. In this matter, the landlord has the burden of proof and must show (on a balance of probabilities) that the tenants removed the closet doors during or after their tenancy. This means that if the landlord's evidence is contradicted by the tenant, the landlord will generally need to provide additional, corroborating evidence to satisfy the burden of proof.

Sections 35 of the Act say that a landlord must complete a condition inspection report at the end of a tenancy in accordance with the Regulations and provide a copy of it to the tenant (within 7 to 15 days). A condition inspection report is intended to serve as some objective evidence of whether the tenant is responsible for damages to the rental unit during the tenancy and to give a tenant the opportunity to agree or disagree with the condition of the rental unit at the end of the tenancy.

In the absence of any corroborating evidence, I find that the landlord has not provided sufficient evidence to show that the tenants removed the closet doors on the lower floor of the rental unit. Consequently I find the landlord as only established part of his claim for damages and the portion of his claim for the third set of closet doors is dismissed without leave to reapply.

There is no dispute that the tenants did remove the two closet doors from the upper floor of the house. The tenants have agreed that that the landlord may keep part of their security deposit to cover the cost of replacing the doors and fitting and painting the new doors.

I find as the landlord has been partially successful with his claim he is entitled to recover the \$50.00 filing fee from the tenants pursuant to section 72(1) of the Act. Therefore I find the landlord may keep the following amount from the security deposit and the remainder must be returned to the tenants within five days of receiving my decision:

Security deposit and accrued interest	\$786.60
Plus filing fee for landlord	\$50.00
Total amount to be retained by the landlord from the security deposit	\$378.25
Total amount to be returned to the tenants	\$408.35

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. I ORDER the landlord to keep **\$378.25** from the tenant's security deposit in satisfaction of his claim for damages as agreed by the tenants during this hearing.

I ORDER the landlord to return the remainder of the tenants' security deposit of **\$408.35** to them within **five days** of receiving my decision.

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 02, 2010.

Dispute Resolution Officer