



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD, 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 to retain the full security deposit plus interest towards a monetary claim of \$407.13, and a request of the respondent bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution.

### Background and Evidence

The applicant testified that:

- The original tenancy agreement was only verbal however when the tenant moved in approximately, 4 years ago, the rental unit was in clean condition and in good repair.
- When the tenant vacated, the rental unit was left in need of cleaning and repairs.
- As a result she had to do 20 hours of cleaning to bring the unit back to the condition it was in when the tenant moved in.

- She also had to do five hours of repairs, and had some expense for materials and dump fees.

The applicant is therefore requesting a claim as follows

20 hours of cleaning at \$10.00 an hour	\$200.00
Dump fees	\$22.80
Door repair	\$22.40
Keys and accessories	\$21.10
Miscellaneous supplies	\$91.83
Filing fee	\$50.00
Total	\$458.13

The respondent testified that:

- There was no move in inspection done at the beginning of the tenancy.
- This rental unit was in a very dirty and damaged condition at the beginning of the tenancy.
- He left the rental unit in a much cleaner condition than it was in at the beginning of a tenancy and caused no damage beyond normal wear and tear.
- Part of the landlords claim is for having to deal with a mould problem; however the mould was not something caused by him and in fact was a big problem during the whole tenancy and one of the reasons he decided to move out.

The respondent therefore believes is full claim should be dismissed and that his security deposit plus interest should be returned.

## 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 this case since there is no move in inspection report, so it is basically just the landlord's word against that of the tenants, and the tenant insists that the rental unit was left in better condition than it was in at the beginning of the tenancy.

Therefore since it is just the landlords word against that of the tenant's the landlord has not met the burden of proving that the rental unit was left in poorer condition at the end of the tenancy than it was in at the beginning of the tenancy.

Further, the Residential Tenancy Act requires that landlords to do a move in inspection at the beginning of the tenancy and produce a move-in inspection report, and if the landlord fails to do so, their right to claim against the security deposit for damages is extinguished. Therefore since in this case the landlord did not do a move in inspection, her right to claim against the deposit for damages has been extinguished.

## Conclusion

The landlord's application is dismissed in full without leave to reapply, and I have issued an order for the full return of the security deposit of \$370.00, plus interest of \$12.16, for a total of \$382.16 to the tenant.

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: September 27, 2010.

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Dispute Resolution Officer