



Dispute Resolution Services

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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 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 \$783.00, request of the respondent bear the \$50.00 cost of the filing fee and a request that the landlords be allowed to keep the full security deposit towards this claim.

Background and Evidence

The applicant testified that:

- When the tenants vacated they left the walls in the unit worn and scuffed and as a result they had to have their in-house handyman do some touch up painting.
- The tenants also left the carpets in the rental unit dirty and in need of cleaning and therefore they had the carpets professionally cleaned.
- The rental unit was also left very dirty and messy and as a result they had to have their in-house handyman clean the unit.
- They also believe that the tenants had a pet in the rental unit, and therefore they had the unit treated for fleas.

- I also found that three light bulbs in the unit were missing at the end of the tenancy.

The applicants are therefore requesting an order as follows:

Painting	\$200.00
General cleaning	\$225.00
Flea treatment	\$200.00
Replace missing light bulbs 3 X \$6.00	\$18.00
Filing fee	\$50.00
Total	\$833.00

The applicants therefore request that they be allowed to keep the full security deposit and that monetary order be issued for the remainder.

The respondents testified that:

- The rental unit did not need any painting when they vacated as there was no damage beyond normal wear and tear.
- They agreed that they did not get the carpets done on time and therefore they will pay for the carpet cleaning.
- They left the rental unit in a normal state of cleanliness and do not believe they should have to pay for any further cleaning.
- They did not have a pet, nor were there any fleas present in the rental unit when they vacated.
- They are not aware of any missing light bulbs at the end of the tenancy and therefore do not believe they should be charged for light bulbs.

The respondent's therefore believe this full claim should be dismissed other than the charge for carpet cleaning.

Analysis



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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 it is my finding that the applicant has not met the burden of proving the majority of the claim as it is basically just his word against that of the tenants.

I deny the claims for painting, general cleaning, flea treatment, and light bulbs, as the applicant has not met the burden of proving these portions of the claim.

I allow the claim for carpet cleaning as the tenants stated they do not dispute this claim.

I order however that the applicant bear the \$50.00 cost of the filing fee, because the majority of this claim has been dismissed.

Conclusion

I have allowed \$140.00 of this claim and the remainder of the claim is dismissed without leave to reapply. The landlord may therefore retain \$140.00 of the security deposit, and I have issued an order for the remaining \$447.50 to be returned 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: November 17, 2010.

Dispute Resolution Officer