



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, 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 applicant the opportunity to testify at the hearing.

The hearing had been adjourned on two previous occasions and the respondent was aware of the new date and time, but failed to appear at the time set for the hearing.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$5,000.00 and a request to retain the full security deposit of \$1100.00 towards the claim.

Background and Evidence

Applicant testified that:

- The respondents January 2010 rent cheque in the amount of \$3700.00 was not honoured by the bank and was returned marked "post dated".
- The tenant refuses to replace the cheque, claiming it is bank is never returned the funds to his account.

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- The tenant also left the rental unit in need of substantial cleaning and repairs as the carpets and walls were dirty and the home smelled like smoke. The tenant also left coloring on the walls and deep scratches in the staircase and floors.

The applicant is therefore requesting a claim as follows, even though the actual costs of cleaning and repairs exceeded the amounts claimed:

Outstanding January 2010 rent	\$3700.00
Painting	\$750.00
Damaged their case	\$250.00
Filing fee	\$50.00
Total	\$5050.00

Analysis

It is my decision that the applicant has shown that the January 2010 cheque was not honoured by the bank as it was post-dated and therefore I allow the landlords claim for the January 2010 rent of \$3700.00.

I also allow the claim for the \$50.00 filing fee

I dismissed the claims for cleaning and repairs because it is my decision that the landlord has not met the burden of proving this portion of the claim.

The landlords did not do a move in inspection report and therefore it's very difficult to say what condition the rental unit was in at the beginning of a tenancy and although the respondent did not appear at the hearing, in the written submissions supplied by the respondent he claims to have left the rental unit clean and in need of no repairs.



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Further the landlord has supplied no evidence to show the condition of the rental unit at the beginning or at the end of the tenancy other than invoices for cleaning and repairs and is my decision that this is insufficient evidence to issue an order against the respondent.

Conclusion

I have allowed \$3750.00 of the applicants claim. The applicant may therefore retain the full security deposit of \$1100.00 and have issued an order for the respondent to pay \$2650.00 to the applicant.

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 30, 2010.

Dispute Resolution Officer