



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, FF

Introduction

Some documentary evidence, photo evidence, and written arguments have 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 for a monetary order for \$1220.64 in the applicant is also requesting that 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 Strata charges a move-out fee of \$200.00 however the tenant has refused to pay this fee.
- The tenant also left an outstanding Hydro bill totalling \$44.89.
- The tenant also left the carpets in the rental unit in need of cleaning at a cost of \$73.50.

Residential Tenancy Branch
Ministry of Housing and Social Development

- The tenant installed a TV mounting bracket on the wall without permission and did not remove it when she vacated. She also caused damage to the wall and as a result it had to be repaired at a cost of \$417.25.
- The tenant also broke kitchen cabinet doors and these had to be repaired at a cost \$315.00.
- The tenant failed to return her parking pass and therefore she had to pay \$20.00 to have it replaced.
- The tenant also left the rental unit extremely dirty and as a result she had to do 10 hours of cleaning.

The applicant is therefore requesting a claim as follows:

Strata move out fee	\$200.00
Carpet cleaning	\$73.50
Wall damage repair	\$417.25
Kitchen cabinet repair	\$315.00
Parking pass replacement	\$20.00
10 hours of cleaning @ \$15.00 per hour	\$150.00
Filing fee	\$50.00
Total	\$1270.64

The respondent testified that:

- At the beginning of the tenancy the landlord agreed to pay both the move-in fee and move-out fee, and she was not charged for the move-in fee so why is she being charged for the move-out fee.
- She paid an extra \$50.00 every two months to cover the Hydro bill, and therefore this bill was paid in advance.
- The carpets were not cleaned when she moved into the rental unit and therefore she had to have them cleaned at that time, plus she cleaned them again when she vacated.

- The TV mounting bracket was already on the wall when she moved into the rental unit and the wall already had damage and therefore this is not her responsibility.
- The kitchen cabinet did not work properly when she moved in and therefore she did not use the cupboards that were not working. Again, this was not caused by her and pre-existed the tenancy.
- When she moved out she returned the parking pass to the landlord.
- She did extensive cleaning when she moved out, and left the rental unit in very clean condition.
- The landlord did not do the move in inspection report or the move-out inspection report.

The respondent therefore believes is full claim should be dismissed, and that it has only been filed because the landlord was ordered to pay the tenant double the security deposit.

In response to the tenant's testimony the landlord testified that:

- An actual move in inspection report was not done however the tenant walked through the rental unit with the landlord at the beginning of the tenancy and agreed that everything was in good condition.
- She never agreed to pay the strata move-out fees for the tenant; this is a fee that the tenant must pay.
- The tenant did not pre-pay the Hydro bill, the rent cheques for the two previous months are for the exact amount of the rent, there was nothing added for Hydro.
- The photo evidence shows that the carpets were not cleaned when the tenant moved out and they had been thoroughly cleaned before the tenant moved in.
- There was no television mounting bracket on the wall when the tenant moved in, this was installed by her and she failed to remove it when she vacated. All the wall damage was caused by this tenant.

- The cabinets were in good condition when the tenant moved in and had no damage, and at no time during the tenancy did the tenant complain of any problems with the cabinets. Again, all the cabinet damage was caused by this tenant.
- The tenant did not return the parking pass; she would not have gone out and bought another pass had the tenant returned the original.
- Not only did the tenant not clean when she vacated, she left the rental unit filthy.

In a final response to the landlord the tenant stated:

- Why was she not charged a move-in fee, if there was not an agreement that the landlord would pay these fees.
- She reiterates that the Hydro bill was paid in advance.
- The landlord did not do the required move in inspection report or move-out inspection report, and the rental unit was not in good clean condition when she moved in; however when she moved out she left it clean and undamaged.

Analysis

The Residential Tenancy Act requires that the landlord must do a move in inspection and produce a move in inspection report at the beginning of the tenancy, and also requires that the landlord must do a move out inspection and produce a move-out inspection report at the end of the tenancy. The reason for these reports is so that there is a record of the condition of the unit at the beginning of the tenancy and a record of the condition of the unit at the end of the tenancy that can be compared.

In this case the landlord failed to produce either of the required inspection reports.

In the absence of the inspection reports it comes down to basically just the landlord's word against that of the tenant. The burden of proving a claim lies with the person making the claim and when it is just that person's word against that of the other that burden of proof is not met.

Therefore it is my finding that the landlord has not met the burden of proving the following portions of the claim:

- carpet cleaning
- wall damage
- cabinet damage
- general cleaning

For all the above it is just the landlords word against that of the tenant's and that is not sufficient to meet the burden of proof.

It is also my decision however that the tenant has not met the burden of proving her claims that the landlord agreed to pay the move-out fee, that she prepaid her Hydro, or that she returned her parking pass. For these items it is just the tenant's word against that of the landlords and therefore the tenants has not met the burden of proving her claims.

I therefore allow the following portions of the landlords claim:

Strata move out fees	\$200.00
Parking pass replacement	\$20.00
½ of the \$50.00 filing fee	\$25.00
Total	\$289.89

Conclusion



Dispute Resolution Services

Page: 6

Residential Tenancy Branch
Ministry of Housing and Social Development

I have issued an order for the respondent to pay \$289.89 to the applicant. The remainder of this claim is dismissed without leave to reapply.

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: December 08, 2010.

Dispute Resolution Officer