



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### **Dispute Codes:**

MND, MNSD, MNDC, FF

### **Introduction**

This hearing was convened in response to an application by the landlord dated September 08, 2010 pursuant to the *Residential Tenancy Act* for Orders as follows:

1. A Monetary Order for Damages to the unit - Section 67;
2. A Monetary Order for damage or loss under the Act, regulation or tenancy agreement – Section 67
3. An Order to retain the security - Section 38
4. An Order to recover the filing fee for this application - Section 72.

Both parties attended the hearing and were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

### **Issue(s) to be Decided**

Is the landlord entitled to the monetary amounts claimed ?

### **Background and Evidence**

The tenancy began on February 01, 2010 and ended August 31, 2010. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$650, which the landlord still retains. The parties did not conduct a start of tenancy inspection. The parties did conduct an end of tenancy inspection and recorded the inspection, which has been submitted as evidence. At the end of the tenancy the parties did not agree that the landlord could and would retain a portion of the security deposit. The landlord claims that the tenant caused damage to the unit and that the landlord incurred costs for cleaning, repairs, disposal of items and replacement cost for damaged blinds and missing items as follows:

Cleaning	376.32
Key	12.05
Key remote	70.00
Wall damage	50.00
Disposal of sofa and microwave	35.00
Window blind replacement	111.99

The quantum of the landlord's monetary claim is for **\$655.36**

The landlord provided an invoice for cleaning, the cost for blinds replacement, and for key cutting – in addition to an abundance of photographs purportedly in support of their claim for cleaning, and in support of damaged blinds.

The tenant testified that they left the rental unit reasonably clean, and that the sofa and microwave oven the landlord purports were not removed, were already in the suite when the tenant moved in. The tenant does not agree that they caused wall damage. The move out condition inspection report is mute in respect to agreement on deficiencies in the unit. The tenant did not agree or disagree that the end of tenancy inspection report fairly represents the condition of the rental unit at the end of the tenancy. However, the tenant testified that they are responsible for damage to window blinds in the claimed amount, as well as for key cutting.

### **Analysis**

If a claim is made by the landlord for damage or deficiencies to property, beyond normal wear and tear, the landlord has the burden of proving their claim on a balance of probabilities. Also, the normal measure of damage is the cost of repairs, or replacement. The onus is on the tenant to show that the expenditures claimed for remedy are unreasonable.

I find that the landlord has not sufficiently proven their claim for cleaning, or wall damage, or that the tenant did not remove personal items for which the landlord

incurred a cost to dispose of them. The landlord's evidence does not support a claim for a remote key.

The evidence in this matter is that the tenant damaged the blinds and lost a key which the landlord had to replace. I grant the landlord **\$111.99** for blind replacement and **\$12.05** for key replacement. As the landlord has been partially successful in their application, I grant the landlord recovery of the filing fee of **\$50**, for a total of **\$174.04**. As the landlord still retains \$650 of the security deposit, I will offset this amount.

## **Conclusion**

**I order** that the landlord may retain \$174.04 from the security deposit of \$650 and return the balance to the tenant. Therefore it is appropriate I grant the tenant an Order under Section 67 of the Act for the amount of **\$475.96**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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*.