



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This is an application by the Landlord for a monetary order for damage to the unit, site or property and to keep all or part of the security deposit and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave affirmed testimony.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to keep the security deposit?

Background and Evidence

The Tenant stated that he did not receive any evidence from the Landlord. The Landlord has confirmed that he did not send copies of the evidence to the Tenant.

The Landlord is claiming \$721.97 of which he has submitted receipts for \$676.47 and a written note of an estimate for \$45.00 for a window screen. The Landlord is claiming that the Tenant is responsible for the damage of a broken screen, a missing lock, and various holes in the rental unit. The Tenant disputes this stating that he caused no damage to the rental unit. The Landlord states that there is no signed tenancy agreement, condition inspection reports for the move-in or move-out. The Tenant confirms that a verbal agreement for the tenancy was made, but that no written tenancy agreement was ever given to him.

Analysis

As both parties have attended the hearing, I am satisfied that both have been properly served with the notices. The Landlord has failed to serve the Tenant with his evidence package and I find that this is a bias against the Tenant. As there is contradictory evidence from both parties, the responsibility is on the Landlord to provide evidence to support his claim. I find that the Landlord has failed to prove his claim and as such dismiss the application for a monetary order and the Landlord's right to keep the security deposit.

Conclusion

The Landlord's application is dismissed.

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: April 13, 2011.

Residential Tenancy Branch