



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR

Introduction

A substantial amount of 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.

Issue(s) to be Decided

This is a request for a monetary order for \$1385.76 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- There was no move in inspection report produced however at the beginning of the tenancy there was a drawer full of kitchen utensils and at the end of the tenancy the majority of those utensils were missing. Therefore she had to replace all the missing kitchen utensils.
- When the tenants moved out of the rental unit the carpets had an extremely strong dog smell and cooking smell, and as a result she had to have the carpets

professionally cleaned and deodorized at a total cost \$759.00, on the application she had put \$859.00 however this was just an adding error.

- The tenants also left numerous damages in the rental unit that had to be repaired after they vacated and she does not believe the damages were just normal wear and tear.

The applicant is therefore requesting an order as follows:

Cost of replacing kitchen utensils	\$155.71
Repairs	\$131.25
Filing fee	\$50.00
Total	\$1095.96

The respondent testified that:

- There was no move in inspection report done at the beginning of the tenancy and there was certainly no list made of the items in the rental unit.
- They did not remove the kitchen utensils and in fact they purchased some utensils that they left behind at the end of the tenancy. She does not believe that the landlord's memory is clear on what utensils were in the rental unit.
- They did not cause any damage to the carpets in the rental unit and in fact the smell in the carpets was the result of a mould problem in the rental unit that had resulted in the early end to their tenancy.
- The landlord never came to view the mould however her son came and removed a carpet that was infested with mould.
- The smell in the carpet was not dog smell or cooking smell it was a strong mould smell.
- They caused no damage to the rental unit and left the unit in the same condition as when they moved in, except for normal wear and tear.

The respondent therefore believes that the landlord's application should be dismissed in full.

Analysis

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 basically the landlord's word against that of the tenant, and therefore it is my decision that the landlord has not met the burden of proving any of her claims.

The landlord has admitted that no inventory of items in the rental unit was made at the beginning of the tenancy, and therefore it is just her word against that of the tenants as to what items were in the rental unit and that is not sufficient to meet the burden of proof.

The landlord also claims that the tenants left the carpets in the rental unit with a strong dog smell and the cooking smell however again she has not met the burden of proving that claim. The invoice she has provided for cleaning, states that there was a stale air odor, but makes no mention of dog smells. The tenant claims that the smell was the result of mould in the carpets, and since the landlord's son did come and remove a moldy carpet, I find that that is more likely the cause of the odor.

The landlords has also made a claim for repairs to damages she claims were caused by the tenants, however again it is only her word against that of the tenant and again that is not sufficient to meet the burden of proving that the tenants caused damages beyond normal wear and tear.

Conclusion

This application is dismissed in full 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: June 15, 2011.

Residential Tenancy Branch