



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for damage to the rental unit; for unpaid rent; to keep the security deposit; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions. At the outset, the landlord testified that she was not making a claim for unpaid rent. Therefore this portion of her application is dismissed.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of the upper level of a single detached home. The fixed term tenancy started on September 1st, 2010 and was to end on September 1st, 2011. The rent of \$1300.00 per month was payable on the first of each month and the tenants paid a security deposit of \$650.00. Condition inspection reports were completed at the start

and the end of the tenancy, however the tenants were not present for the move-out inspection.

In her documentary evidence, the landlord provided 40 photographs to support her claim and showed in part the following damages; missing shelves in the master bedroom closet; scuffed bathtub; stains, snags and pulled sections of carpeting; chipped walls; stained kitchen floor; scratches on laminate flooring; dirty fridge and oven; stained cupboards; broken garage door; and garbage bags left behind.

The landlord testified that the damages were caused by the tenants. She provided copies of receipts for the repairs and made a monetary claim as follows:

- Repairs to walls, garage door and flooring: \$ 640.00
- Carpet cleaning: \$ 273.22
- Garbage disposal: \$ 11.00
- Sub-Total: \$ 924.22

The tenant testified that the landlord's testimony and evidence are all lies. She stated that she cleaned the unit when she left, and asserted that the claim is motivated by a deteriorated friendship. The tenant did not agree with any portion of the landlord's claim, and stated that she signed the move-in condition inspection report because they were friends at that time, but that the unit was not in the condition reflected in the move-in portion of the report. The tenant said that she also took photographs of the unit but that she did not have time to submit them as evidence.

Analysis

The parties' testimony was at complete odds; they disagreed on every aspect of their evidence and accused each other of lying. Since I cannot reach an informed decision based on their oral testimony, I am left with the documentary evidence as the most reliable evidence. It was not disputed that the tenant signed the move-in condition

inspection report; if the tenant disagreed with its contents, she should have addressed her concerns with the landlord at that time. Section 35(1) of the Act provides in part that the landlord and tenant together must also inspect the condition of the rental unit at the end of the tenancy. The tenants were not present during the scheduled move-out inspection.

Section 37 of the *Residential Tenancy Act* provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear. The tenant failed to adequately refute the landlord's testimony with supporting evidence. On the preponderance of the evidence I find that the landlord established that the unit was damaged beyond reasonable wear and tear, and that it was not left reasonably clean in accordance with the Act.

Conclusion

The landlord established a claim of \$924.22. I authorize the landlord to retain the tenants' \$650.00 security deposit for a balance owing of \$274.22. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee. Pursuant to Section 67 of the Act, I grant the landlord a Monetary Order totalling \$324.22. This Order may be registered 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*.

Dated: June 24, 2011.

Residential Tenancy Branch