



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD

Introduction

A substantial amount of documentary evidence, photo 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.

Preliminary matters

During the hearing the respondent stated that she had never received the landlords photo evidence, and I also inform the respondent that I had not received her photo evidence; however after the respondent was given a description of each of the applicant's photos, both sides agreed that no adjournment of the hearing was required, and that they were satisfied that they had each been given sufficient opportunity to present their side of this issue.

I therefore, at the end of the hearing, informed the parties that the hearing was concluded, however I would not be making any decision until I receive the missing photo evidence. That photo evidence was received later the same morning.

Issue(s) to be Decided

This is a request for a monetary order in the amount of \$549.05 and a request to retain the full security deposit.

Background and Evidence

The applicant claims that:

- When the tenants moved out of the rental unit they left the unit in need of substantial cleaning and repairs.
- Because she is an absentee landlord, the landlord did not have any cleaning supplies available, as the tenants had assured her that they would leave the rental unit in good condition, and therefore she had to buy cleaning supplies and a vacuum to be able to clean the unit.
- The landlord had previously agreed to pay the tenants to paint the rental unit and had paid them \$280.00 however the tenants never supplied the landlord with receipts to justify their costs and therefore the landlord is now requesting that that \$280.00 be returned.
- They also had to pay someone to do the cleaning and repairs.

The applicant is therefore requesting an order as follows:

Touch up paint/light bulbs	\$27.10
Touch up paint/cleaning products and supplies	\$145.34
Cleaning supplies	\$41.99
Cleaning products and supplies	\$14.63
Vacuum cleaner	\$27.96
Carpet cleaner rental	\$59.26
Labour for cleaning	\$240.00
Return of money paid for painting	\$280.00
Total	\$836.28

The respondent stated that:

- They left the rental unit in the same condition as they received it.
- There was some previous damage to the rental unit and the male landlord was aware of that damage, however since that landlord is now deceased they have no way of proving this.
- The landlords did no move in inspection report, and therefore there were no damages listed anywhere at the beginning of the tenancy.
- They caused no damages to the rental unit and any damages that existed at the end of the tenancy were there at the beginning of the tenancy.
- They also left the rental unit in a very clean condition and do not believe they should be charged anything further for cleaning.
- The landlord gave them permission to paint the rental unit, and agreed to pay them for doing so and then willingly did pay them and therefore there is no reason that the money paid to them for painting should be returned. Again this was an agreement with the male landlord who is now deceased.

Analysis

It is my decision that the applicant has not met the burden of proving any of their claims. The burden of proving a claim lies with the applicant and when it is just the applicants word against that of the respondent that burden of proof is not met.

In this case, since there was no move in inspection report produced, it is basically just the landlords word against that of the tenants and that is not sufficient to meet the burden of proving that the tenants caused damages to the rental unit.

Further under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the

landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required.

I also deny the claim for the return of the money that was paid for painting, because the tenants did paint the rental unit and the applicants have provided no evidence to show that there were any conditions put on the payment made for painting.

Conclusion

This application is dismissed in full without leave to reapply and I have issued an order for the landlord to return the full security deposit of \$475.00 to the tenants.

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: July 18, 2011.

Residential Tenancy Branch