



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MND, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution made by the Landlord for monetary orders for unpaid rent, for damage to the rental unit, to keep all or part of the security deposit, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The Landlord filed this claim on April 12, 2011, and submitted photographs on July 22, 2011, as evidence. I find these photographs are inadmissible, as the rules of procedure require evidence to be provided both to the other party and the Branch at least five days prior to a hearing.

At the outset of the hearing the respondent clarified the Landlord had spelled her first name incorrectly, and I have amended the style of cause accordingly.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary relief sought?

### Background and Evidence

The Landlord testified that at the start of the tenancy she provided clean bed linen to the Tenant, even though she felt she did not have to.

The Landlord alleges the Tenant had parties in the rental unit and claims the Tenant left the rental unit dirty.

The Landlord alleges there were problems with the Tenant in the rental unit with the other renters in the rental unit.

The Landlord alleges the Tenant owes hydro for the rental unit, but testified she did not submit any hydro bills in evidence.

The Landlord testified she did not have a written tenancy agreement with the Tenant or perform an incoming condition inspection report because there were other renters in the rental unit when the Tenant moved in.

The Landlord testified she had a witness regarding the tenancy, however, this witness has left the rental unit.

The Landlord testified she had a security deposit of \$250.00 provided by the Tenant in February of 2011.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find the Landlord's claims must be dismissed without leave to reapply.

When making a claim for damages under a tenancy agreement or the Act, the party making the allegations, here the Landlord, has the burden of proving their claim.

Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or Act, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

In this case the Landlord has insufficient evidence to prove that damage or loss occurred. Therefore, the Landlord has insufficient evidence to prove any of her claims.

In these circumstances, under policy guideline 17 I must order the Landlord to return to the Tenant the security deposit. As the Landlord filed her Application within the required time period, there is no doubling of the security deposit. I grant and issue a monetary order to the Tenant in the amount of **\$250.00**, which is enforceable in the Provincial Court.

I have also provided the Landlord with a copy of a guidebook to the Act, to use as a reference for her rights and obligations under the legislation.

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 25, 2011.

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Residential Tenancy Branch