



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNSD

Introduction

Absolutely no evidence has been submitted by the parties prior to the hearing however I gave the parties the opportunity to testify at the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$950.00 and a request to retain the full security deposit towards the claim. The applicants are also requesting recovery of the \$50.00 filing fee.

Background and Evidence

This tenancy began on October 1, 2010 and ended on June 30, 2011.

There was no move in inspection report done at the beginning of the tenancy, and no move out inspection report done at the end of the tenancy.

The landlord was served with a forwarding address in writing on July 5, 2011.

The landlords applied for dispute resolution on July 20, 2011.

The landlord testified that:

- At the end of the tenancy they found holes in both the kitchen wall and the sitting room wall.
- At the end of the tenancy they found the stove in very dirty condition and the burners were no longer working.

- They also found numerous blinds broken and screens torn at the end of the tenancy.
- The carpets were left extremely dirty and the bedroom carpet would not come clean and as a result had to be replaced.

They are therefore requesting a monetary order as follows:

Repair holes in walls	\$100.00
Clean stove and replace burners	\$150.00
Replace damaged blinds and screens	\$200.00
Replace stained carpet	\$500.00
Filing fee	\$50.00
Total	\$1000.00

The tenant testified that:

- There were no holes in the kitchen and the sitting room when they vacated. The only hole was in the bathroom where the toilet roll holder had fallen off.
- She agrees that the stove was left dirty and is willing to pay \$40.00 for cleaning, however all the burners on the stove worked when they vacated.
- They did not damage any blinds or screens and during the tenancy.
- The carpet was badly stained, dirty, and even burned when they moved into the rental unit and they left it in the same condition as when they moved in.

The respondent's therefore request that this application be dismissed and that their full security deposit be returned, less \$40.00 for cleaning the stove.

Analysis

It is my finding that the landlords have not met the burden of proving any of their claims.

The landlords have supplied no evidence in support of their claims and therefore it is just their word against that of the tenants.

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.

Therefore the only amount of the landlord's claim that I will allow is the \$40.00 the tenant is allowing for cleaning of the stove.

Further since the landlord failed to do the required move in inspection report, the landlords right to claim against the security deposit for damages was extinguished and therefore the landlord was required to return the security deposit to the tenant within 15 days of receiving a forwarding address in writing.

The Residential Tenancy Act also states that if the landlord fails to comply with the 15 day time limit they are required to pay double the security deposit to the tenants.

Therefore it is my decision that the landlords are required to pay \$900.00 to the tenants, less the \$40.00 amount for cleaning the stove.

Conclusion

The landlord's application is dismissed in full without leave to reapply and I have issued an order for the landlord to pay \$860.00 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: October 25, 2011.

Residential Tenancy Branch