



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes MND MNDC OPC

Introduction

This hearing dealt with an application by the landlord for a monetary order. Although both tenants were served with the Application for Dispute Resolution and Notice of Hearing sent by regular mail on September 27, 2011 neither of them attended the hearing.

The landlord had originally requested an order of possession but this request was withdrawn at the hearing.

Issue(s) to be Decided

Is the landlord entitled to the requested orders?

Background and Evidence

This tenancy began on April 1, 2011 and ended on September 29, 2011. The rental unit was a basement suite in the landlord's home. The rent was \$850.00 per month. A security deposit of \$425.00 was paid at the start of the tenancy. There was no move-in condition inspection report but one of the tenants (B) did sign the move-out condition inspection report.

The landlord said that the tenants seemed nice at the beginning but almost as soon as they moved in the trouble started. There was non-stop partying and constant traffic to and from the rental unit. The landlord provided photos showing the condition of the unit when the tenants vacated. The place was very dirty and damaged. The carpet was filthy and virtually every wall was gouged, scuffed or sprayed. The tenants had even glued a picture to one wall with toothpaste. Additionally, the tenants had left the unit littered with various belongings and garbage. The photos show that the tenants had not done any cleaning at all. The landlord also submitted copies of dozens of text messages she exchanged with the tenants. These messages support the landlord's version of events as to the nature of this tenancy.

The tenants did not submit any evidence.

Analysis

The landlord has made a monetary claim against the tenant comprised of the following:

| | |
|----------------------|-------------------|
| Painting | \$2,281.46 |
| Damaged refrigerator | \$100.00 |
| Hauling | \$285.60 |
| Cleaning | \$377.44 |
| Utilities | \$22.54 |
| Flooring | \$3,150.00 |
| TOTAL | \$6,217.04 |

As a general principle, when making a claim of this nature, the party making the claim bears the burden of proof on a balance of probabilities both as to liability and quantum. In other words, the claimant must first prove that the respondent is responsible for the damage or loss and then having proved that must prove the amount of the loss claimed.

After carefully reviewing the evidence submitted by the landlord I am satisfied that the landlord has established all of the above claims. There is no question as to who did the damage to the unit or that the tenants failed utterly to do any cleaning upon move-out. Receipts have been submitted for all the claims except the hauling, cleaning and refrigerator. Notwithstanding the absence of receipts or invoices for these claims I find the amounts claimed to be reasonable. He landlord also provided the business names of 1-800-GOT-JUNK and Sparkling Clean House Cleaning as the companies she used for the hauling and cleaning. The landlord gave a value of \$100.00 for the refrigerator because it was an old model.

Conclusion

I order the tenants to pay to the landlord the sum of \$6,217.04. This order may be filed 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*.