



# 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 hearing was convened in response to an application filed by the landlord seeking:

1. A monetary order;
2. An Order to be allowed to retain the security deposit; and
3. Recovery of the filing fee.

Both parties appeared at the hearing and gave evidence under oath.

### Issue(s) to be Decided

Has the landlord met the burden of proving his claims?

### Background and Evidence

The landlord seeks recovery of the costs he says he expended for utilities, lawn care, cleaning, repairs, replacing the fire alarm, chairs he says he sold to the tenant but was not paid for and a remote control for a ceiling fan. The landlord did not complete a move-out inspection report.

The tenant says she was never responsible for utilities. The tenant says the rental unit was thoroughly cleaned at move out and the damage to the wall was repaired. The tenant says she cut the lawn as required, further that she replaced the fire alarms as agreed. The tenant says she already paid the landlord for the chairs for the dining set she purchased from him. The tenant says she has the remote control for the ceiling fan which was taken in error and she is happy to return it.

Both parties supplied photographs of the rental unit.

Analysis

The landlord bears the burden of proving these claims. The testimony of the landlord and the tenant is conflicting. The onus or burden of proof is on the party making the claim. When one party provides testimony of the events in one way and the other party provides an equally probable but different explanation of the events, the party making the claim has not met the burden on a balance of probabilities and the claim fails. I find this to be the case here.

Conclusion

The landlord's claims are dismissed. I direct the landlord to return, forthwith the \$800.00 security deposit and the \$400.00 pet deposit paid by the Tenant in August 2010.

The tenant is provided with an Order in the above terms and the landlord must be served with a copy of this Order as soon as possible. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: December 07, 2011.

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Residential Tenancy Branch