



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing was commenced in response to an application filed by the landlord seeking a monetary order, permission to retain all or part of the security deposit and recover the filing fee paid for this application.

Both parties attended the hearing and gave evidence under oath.

### Issue(s) to be Decided

Is the landlord entitled to the Orders sought?

### Background and Evidence

The landlord testified that the tenant vacated the rental unit without proper cleaning. The landlord says the tenant did not launder the duvet and did not clear the room.

The tenant disagrees with the landlord.

The parties agreed that only a “verbal” inspection was performed at move in and that there are no written condition inspection reports prepared at move-in or move-out.

### Analysis

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. Further, in this case, condition inspection reports were not prepared to document the condition of the rental unit at move in or move out. When a landlord fails to perform this task he/she loses the right to make a claim against the deposit. I therefore dismiss the landlord’s claims and direct the landlord to return the security deposit in the sum of \$250.00 to the tenant forthwith.

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: January 04, 2012.

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Residential Tenancy Branch