



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MNSD, MNDC

Introduction

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

1. A monetary order for unpaid rent;
2. A monetary order for damage and/or compensation;
3. An order to be allowed to retain the security deposit; and
4. A monetary order to recover the filing fee paid for this application.

The landlord testified that she served the tenant with notice of this hearing and her application for dispute resolution by registered mail sent to the Post Office Box address provided by the tenant. The landlord provided a print out from Canada Post showing that the package was picked up by the tenant. I am therefore satisfied that the tenant has had notice of the landlord's claims and of this hearing.

The tenant did not appear. The landlord appeared and gave evidence under oath.

Summary of Background

The landlord testified that this tenancy began in or about March 2011 rent was fixed at \$800.00 per month and the tenants paid a security deposit of \$400.00 the landlord says the tenants paid only \$200.00 for November's rent and the landlord then served a 10 day Notice to End Tenancy with an effective date of November 26, 2011. The landlord submits that she went to inspect the rental unit on November 26, 2011 and found that the tenants had vacated. The landlord completed a move-out inspection report noting damages, missing items and that the rental unit had not been cleaned.

The landlord claims the following sums:

November unpaid rent	\$200.00
Replace 40 light bulbs at \$2.99 each	71.76
Hardware to fix broken closet door	8.27
Rug shampoo and shampooer rental	59.34
Replace bathroom door	100.00
Repaint walls	1,000.00
Replace patio blind	70.00
Replace deadbolt	60.00
Broken coffee table	50.00
Arm of couch ripped/dirty	50.00
Table top damage by paint – cost to refinish	200.00
Cost to remove tenant's broken deep free, garbage and damaged furniture	150.00
Missing wolf picture	50.00
Total	\$2,474.37

The landlord testified that the rental unit was re-rented as of December 1, 2011. The landlord submitted a letter she says was written by the new tenants attesting to the condition of the rental unit at move in. These tenants confirmed receiving a \$150.00 discount from their rent for removing a deep freeze and a "...ripped up and filthy couch..." and replacing the locks on the doors.

Analysis and Findings

The landlord issued a 10 day Notice to End Tenancy for rental arrears. She has submitted that Notice in evidence. Based on her testimony and the Notice I find that the will allow the landlord's claim in the sum of \$200.00 with respect to the rental arrears.

While the landlord became sufficiently familiar with the Act in order to prepare a move-out inspection, she apparently was not aware of her obligations with respect to preparation of a move-in inspection report. The landlord pointed to the addendum to the Tenancy Agreement which she says details the damages in existence at the start of the tenancy. However, I find this clause to be insufficient for the purposes of documenting the condition of the rental unit at move-in. I find there is insufficient evidence to show that the damages etc. that the landlord now claims were caused by the tenant.

Further, with respect to the claim for costs of repairs the only sum supported by documentation is the \$150.00 claimed for removing a deep freeze, garbage and damaged furniture. The landlord granted the new tenants a \$150.00 deduction in their rent for removing these items. However, as set out above I have insufficient evidence from the landlord to show that these goods were left by the tenants or that they were damaged by the tenants.

With respect to the other costs the landlord has claimed, she has not supplied any invoices or other documentation to prove her claims. While the landlord says no one told her she had to supply invoices, a hearing before the Residential Tenancy Branch is like any other hearing before a Court. Applicants bear the burden of proving their claims and whatever evidence an applicant can supply to support their claim would assist in meeting that burden. In this case, not only did the landlord not supply invoices, she states that there are some amounts, such as painting costs that she has not yet paid out yet she seeks recovery of those sums. Further, despite the damaged and dirty condition of the rental unit as claimed by the landlord, the landlord was able to secure new tenants to move in within 5 days of this tenant's departure.

Overall I find that the landlord has failed in her burden of proving that the tenant caused the damages claimed. I therefore dismiss the landlord's claims save for her claim for \$200.00 in rental arrears. In this regard I direct that the landlord deduct \$200.00 from the \$400.00 security deposit and I Order the landlord to return the additional \$200.00 to the tenant forthwith. The tenant is provided with a formal Order in these terms. The Order the Order may be filed an enforced as an Order of the Provincial Court of British Columbia.

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: March 08, 2012.

Residential Tenancy Branch