



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally however both parties stated that they were satisfied that they had covered all the issues in their written submissions.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$1800.00 and a request to retain the full security deposit towards the claim. The applicant is also requesting recovery of the \$50.00 filing fee

### Background and Evidence

This tenancy began on May 1, 2011 and ended on May 31, 2012.

A move-out inspection was done on May 31, 2012 and a copy of the report is included in the evidence.

The report states that everything was left clean, and does not mention any damages for which the tenants are responsible.

The applicant/landlord is now claiming that the rental unit needed substantial cleaning and repairs totalling \$1303.60, and that the dog caused damages to the yard and to her son's property totalling \$530.00.

Both the applicant and the respondent have sent extensive written submissions outlining their positions on the claim, and both the applicant and respondent stated that they are satisfied that they have outlined their positions sufficiently in those written submissions, and did not wish to give any further verbal submissions.

The parties did answer some questions I posed to them just for clarification.

### Analysis

It is my decision that the applicant has not met the burden of proving her claim for damages against the respondent.

The applicant did a move-out inspection with the respondent's agent at the end of the tenancy, and on the inspection report stated that everything was left clean and did not list any damages for which the tenants were responsible.

The applicant now claims that she did not do a thorough report as she felt intimidated by the respondent's agent; however it is the landlord's responsibility to ensure that a proper thorough move-out inspection report is done.

The applicant also now claims that she did notice some deficiencies during the move-out inspection, but did not mention them at the time to avoid a possible confrontation.

The purpose of the move-out inspection and move-out inspection report, is to make sure that both parties are aware of any alleged deficiencies, however if the landlord fills out the report stating there are none, the landlord is bound by that report.

Therefore it is my finding that the tenant is not liable for any further cleaning or repairs to the rental unit or property.

I also deny the landlords claim for yard work, because although she claims that the tenants did not do the yard work, the tenants deny that claim and therefore it is just the landlords 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.

I also deny the landlords claim for changing the garage door opener, because although the tenant did not return one of the garage door openers, it is not reasonable to replace the whole system when only one remote is missing. The landlord claims it was done for

security reasons; however garage door opening systems can be reprogrammed if she feared there was a remote that was unaccounted for.

I also deny the claim for re-keying the locks, because I am not convinced that the tenants did not return all the keys that were given to them.

I also deny the claim for costs relating to the dog.

As stated previously I have already denied any further claim for damages to the property, however the landlord is also claiming that there was ongoing yard work needed because of the dog, however in this case it is again basically just her word against that of the tenants and as stated previously the burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

Landlord has also claimed that the tenants dog chewed some personal items belonging to her son, the other tenant in the rental property, however I am not convinced that this was the result of any negligence on the part of the tenants, nor has the applicant provided any independent estimates of the cost of replacing or repairing the allegedly destroyed items.

### Conclusion

This application is dismissed in full without leave to reapply and have issued an order for the landlord to return the full security deposit/pet deposit totalling \$1225.00 to the tenant.

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: August 09, 2012.

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Residential Tenancy Branch