



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD

Introduction

Some written arguments have been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$5,000.00 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- This tenancy began on September 15, 2010 with a monthly rent of \$1500.00.
- The tenant paid a security deposit of \$750.00 and a pet deposit of \$750.00 on September 10, 2010.
- In March 2012 the tenant failed to pay the full rent, and at this time there is still \$1250.00 outstanding.
- The tenant failed to pay any rent for the month of April 2012, or the month of May 2012.
- The tenant vacated sometime in the month of May 2012 and he took possession of the rental unit at the end of May 2012.
- At the end of the tenancy he found the screen door in the rental unit had been torn and damaged, one of the window screens was damaged and torn, and there were numerous holes in the walls of the rental unit.
- The tenant also left the large couch behind which he had to remove.

The applicant is therefore requesting a monetary order as follows:

March 2012 rent outstanding	\$1250.00
May 2012 rent outstanding	\$1500.00
Damages and coach removal	\$750.00
Filing fee	\$50.00
Total	\$5050.00

The respondent testified that:

- She does owe some rent to the landlord but she's not sure how much.
- She did absolutely no damages to the rental unit and put no holes in the walls.
- There were numerous holes in the walls when she moved into the rental unit, the screens in the rental unit were damaged when she moved in, and during the tenancy mice made holes in the walls.
- She reported the mouse problem to the landlord but nothing was ever done.

Analysis

The tenant has admitted that there is some rent outstanding, and I accept the landlord's testimony as to the amount of rent outstanding. I therefore allow the landlords claim for the outstanding rent.

I deny the landlords claim for damages and coach removal, as the landlord has provided no evidence in support of this claim.

No move-in inspection report was done at the beginning of the tenancy, and therefore it is basically just the landlords word against that of the tenant's as to the condition of the rental unit at the beginning of the tenancy. In this case the tenant denies causing any damages however since the burden of proving a claim lies with the applicant, it's my finding that the applicant has not met the burden of proving the claim for damages and coach removal.

I will allow recovery of the filing fee however because the landlord has established a substantial claim.

Conclusion

I have allowed \$4300 of the landlords claim, and I therefore order that the landlord may retain the full security/pet deposit totaling \$1500.00, and I have issued a monetary order in the amount of \$2800.00.

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 12, 2012.

Residential Tenancy Branch