



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND

### Introduction

Some 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 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 \$434.24.

### Background and Evidence

The applicant testified that:

- The tenant left the large number belongings behind at the end of the tenancy and as a result she had to pay to have them removed.
- The tenant's cat damaged two screens during the tenancy and as a result of screens had to be repaired.
- A kitchen cabinet cover was also broken during the tenancy and it had to be repaired.

The applicant is therefore requesting a monetary order as follows:

Having tenants items hauled away	\$220.64
Repairing screens	\$173.60
Repairing cabinet	\$40.00
Total	\$434.24

The respondent testified that:

- She did leave a number of items behind however they were all in good condition and she thought the new tenant could use them.
- Her cat did not damage any screens during the tenancy, the screens were already torn when she moved into the rental unit.
- She did not damage the cabinet and in fact the cabinet just broke under normal use. The cabinet itself was not broken; it's just the latch on the cabinet cover that broke.

In response to the tenant's testimony the landlord testified that:

- The new tenant did not want any of the belongings left behind by the respondent.
- The screens were not torn when the tenant move-in and the cabinet was not damaged.

### Analysis

It is my finding that the tenant is liable for the cost of removing the belongings she left at the rental unit. The tenant stated that they were left behind for the new tenant, however the new tenant did not want the belongings and therefore the landlord had the cost of removing those belongings.

I deny the claim for the cost of repairing screens because it's my finding that the landlord has not met the burden of proving that the screens were damaged during the

tenancy, as it is just her word against that of the tenant. 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.

I also deny the claim for repairing the cabinet, because the tenant testified that the cabinet broke under normal use, and the landlord has provided no evidence to show that this damage was the result of any willful or negligent actions on the part of the tenant. This therefore would be considered normal wear and tear.

### Conclusion

I have allowed \$220.64 of the landlords claim and have issued an order for the tenant to pay that amount to the landlord.

The remainder of this claim is dismissed without leave to reapply.

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 10, 2013

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Residential Tenancy Branch

