



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MND, FF, MNDC

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenants also filed an application seeking money owed or compensation for damage or loss suffered under the Act, the regulations or the tenancy agreement. The landlords participated in this hearing, the tenants did not. The landlords provided documentary evidence that they had served the tenant all evidence by way of registered mail. The landlords indicated that they had not been aware the tenant had also filed as they had not received any documentation from them.

Issue to be Decided

Are the landlords entitled to a monetary order as claimed?

Are the tenants entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on July 1, 2009 and ended on January 14, 2013 by way of bailiffs enforcing an order of possession. The tenants were obligated to pay \$1200.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$600.00 security deposit.

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, both parties must prove their claim. When one party provides evidence of the facts in one way, and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

I address the landlord's claims and my findings around each as follows:

First Claim – The landlords are seeking \$560.00 for the preparation of documents, bailiff costs and the time to prepare for the hearing. The landlord sought the services of a bailiff to realize the execution of the *Writ* enforcing the Order of Possession, and now seeks to recover the costs associated with executing the *Writ*. The landlord provided the receipt to support this claim. I find the landlord is entitled to \$560.00.

Second Claim – The landlords are seeking \$42.72 in postage and registered mail costs. As in the first claim this is a cost associated with litigating ones case and is not a cost the landlords can recover through this hearing. I dismiss this portion of the landlords' application.

Third Claim – The landlords are seeking \$369.77 for Fortis BC gas bills. The landlords stated that the tenants were responsible for all utilities as per their tenancy agreement. The landlords did not provide a copy of the tenancy agreement for this hearing to support their claim and accordingly I dismiss this portion of the landlords' application.

Fourth Claim – The landlords are seeking \$1892.90 for cleaning and repair costs. The landlords provided a copy of the move in condition inspection report and photos at move out to support their claim. The relationship between the landlord and tenant became an acrimonious and hostile one that required the local police to become involved to physically remove the tenants. The tenants left the unit dirty and damaged with multiple dog feces stains and urine stains throughout the unit. There was damage done to two closet doors and a window. The landlords hired a professional cleaning company to assist with the cleaning and repairs. The landlords have provided a receipt that reflects the amount sought. I am satisfied that the landlord has proven this claim and is entitled to \$1892.90.

The tenants chose not to participate in this hearing. The only documentation provided by the tenants' were copies of previous decisions issued in regards to this tenancy. The documentation was not helpful. I dismiss the tenant's application in its entirety.

Conclusion

The landlord has established a claim for \$2452.90 and the \$50.00 filing fee for a total of \$2502.90. I order that the landlord retain the \$600.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1902.90. This order may be filed in the Small Claims 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: March 12, 2013

Residential Tenancy Branch

