



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNSD

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. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The tenancy began on August 4, 2012 and ended on December 27, 2012. The tenants were obligated to pay \$1675.00 per month in rent in advance and at the outset of the tenancy the tenants paid \$837.50 security deposit. Both parties submitted evidence which was considered in making this decision. The relationship between these two parties is an acrimonious one. The parties were cautioned several times about their behaviour and demeanour during the hearing.

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, the landlord 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.

As the landlord is the sole applicant in this matter I address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking \$168.00 for carpet cleaning. The tenant agrees with this claim. I find that the landlord is entitled to \$168.00.

Second Claim – The landlord is seeking \$50.00 for a strata bylaw infraction committed by the tenant. The tenant agrees with this claim. I find that the landlord is entitled to \$50.00.

Third Claim – The landlord is seeking \$336.00 for the painting of; entrance, 2 hallways to living room and bedrooms, living room, master bedroom and 2 washrooms. The tenant acknowledges that he did scuff some areas of the unit and that he is responsible on a limited basis. The landlord provided a receipt that reflects the entire unit was painted three days prior to the tenant moving in. The landlord provided photos of the scuffed walls at move out. The landlord conducted a condition inspection report at move in. The landlord stated that a walk thru was done at move out however the tenant refused to sign the document.

The condition inspection report upon move out was left blank. I questioned the landlord about this and her response was “oh, that’s my fault, I thought if he didn’t want to sign there wasn’t a need to fill it out”. The landlord did not provide photos of the bathroom yet claimed that as part of the painting costs. The photos provided did not depict all the areas of the unit that work was alleged to have been conducted in. The landlord has not satisfied me that all of the rooms as claimed required painting. I accept the acknowledgement of the tenant and the areas that were “scuffed”. Based on all of the evidence before me I find that the appropriate amount that the landlord is entitled to is half of the costs as claimed for an amount of \$168.00.

Conclusion

In summary, the landlord has been successful in the following claims:

Painting	\$168.00
Carpet Cleaning	\$ 168.00
Strata bylaw fine	\$50.00
Filing Fee	\$50.00
	\$
	\$
Total:	\$436.00

The landlord has established a claim for \$436.00. I order that the landlord retain \$436.00 from the security deposit and return the balance of \$401.50 to the tenant immediately.

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: April 04, 2013

Residential Tenancy Branch

