



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lewis Apartments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, 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 September 24, 2012 and ended on December 15, 2012. The tenants were obligated to pay \$445.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$222.50 security deposit. Condition inspection reports were not conducted at move in and move out.

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.

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

First Claim – The landlords are seeking 70.00 for unpaid rent for the month of November 2012 and \$445.00 for unpaid December 2012 rent for a total of \$515.00. The tenant disagreed with this amount. The tenant stated that the “ministry had paid it in full” and that she had “lots of proof”. The tenant did not submit any documentation for this

hearing to be considered. The landlords were clear and consistent and provided supporting documentation for this claim. I find that the landlord is entitled to \$515.00.

Second Claim – The landlords are seeking \$95.20 for the costs incurred to store the tenant's items. The tenant moved out in mid December but did not pick up her belongings until late January 2013. The tenant acknowledged and agreed to this portion of the landlords claim. I find that the landlord is entitled to \$95.20.

Third Claim – The landlord is seeking \$44.80 for the carpet cleaning, \$50.00 for general suite cleaning and \$80.00 for repairing a door in the suite. The tenant disputes this portion of the landlords claim. The tenant stated that the unit was left clean, the carpet didn't require cleaning and the door was not damaged. The landlord acknowledged the lack of condition inspection report. A great deal of time was spent explaining the vital and useful nature of the condition inspection report to the landlord. In the absence of that report or any photos of the unit at move in and move out I am unable to ascertain the condition of the unit at move in and the change of condition at move out, if any. Based on the above I dismiss this portion of the landlords claim.

Fourth Claim – The landlord is seeking \$10.00 to cut replacement keys as the tenant did not return the keys to the unit. The tenant acknowledged that she did not return the keys. The landlord is entitled to \$10.00.

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

Unpaid Rent	\$515.00
Storage Costs	\$ 95.20
Keys	\$10.00
	\$
	\$
	\$
Total:	\$620.20

Conclusion

The landlord has established a claim for \$620.20. I order that the landlord retain the deposit and interest of \$222.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$397.70. 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: April 18, 2013

Residential Tenancy Branch