



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### 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 June 1, 2001 and ended on January 31, 2013. The tenants were obligated to pay \$1171.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$475.00 security deposit.

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

**Landlords Claim** – The landlord is seeking \$8816.64 for; purchasing and installing new carpet, purchasing and installing new blinds, rental air scribbler, rental air scribbler pickup and delivery, paint all ceilings, doors and interior walls, and construction management fees. The landlord stated that the tenant was a heavy smoker and that the unit had nicotine damage throughout. In addition the tenant had a pet that left urine and

feces stain on the carpets. The landlord provided a quotation for the costs of conducting the above listed work.

The tenant adamantly disputes the landlords claim. The tenants' agent stated that he visited the tenant once per week and that the unit was in good condition for its age and considering the length of her tenancy. The tenant's agent stated that a thorough cleaning had been conducted at the end of tenancy. The tenant stated the landlord should not be taken at as his word as he has not been in the unit since she first moved in over 12 years ago. The tenant stated that the landlord had never made any inquiries or comments about her smoking or having a pet during the tenancy.

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

The landlord submitted a quotation of the costs to conduct the work but no actual receipts. The landlord provided a tenant "check in and check out" but was incomplete and inaccurate in its information. The landlord provided some photos for this hearing however they were of an extremely poor quality and not helpful. In the landlords own testimony he stated on several occasions "you can ask my contractor and he'll tell you about the damage". The landlord failed to provide any receipts to prove any "out of

pocket costs” or any other supporting documentation or testimony to establish his claim. Based on the insufficient evidence before me I dismiss the landlords claim in its entirety.

Conclusion

The landlords’ application is dismissed in its entirety without leave to reapply. The landlord must return the security deposit 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: June 17, 2013

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Residential Tenancy Branch