



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an application by the landlord to retain the security deposit in partial satisfaction. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the landlord entitled to retain the security deposit?

### Background and Evidence

The tenancy began on or about July 2007. Rent in the amount of \$900.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$450.00.

The landlord gave the following testimony:

The landlord purchased this property in March 2012. The previous owner did not conduct a move in condition inspection report. The tenant vacated the unit on March 31, 2013. The tenant did not provide her forwarding address in writing. The landlord attempted to conduct a move out condition inspection report but the tenant refused to sign the report. The landlord stated that the deposit does not cover all the costs incurred due to the tenant. The landlord is seeking to retain the deposit to cover cleaning and minor repair costs.

The tenant gave the following testimony:

The tenant stated that she adamantly disputes the landlords' entire claim. The tenant stated that the unit had many issues upon move in that were never rectified. The tenant stated that she refused to sign the condition inspection report as she did not agree with any of the claims made by the landlord. The tenant seeks the return of her security deposit.

### Analysis

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.

The landlord did not submit any of the following; a tenancy agreement, a condition inspection report, receipts or photos to support their claim. The witness that gave testimony on behalf of the landlord started working as the onsite maintenance person several months after the landlord purchased the property. The landlord was unable to provide any documentation or evidence of the condition of the unit from July 2007 to March 2012. Without a "snapshot" of the condition of the unit at move in, I am unable to ascertain the changes to the unit at move out, if any. Based on the above the landlord has not provided sufficient evidence to support their claim and as a result I dismiss the landlords' application in its entirety.

In the spirit of administrative efficiency and pursuant to the provisions of the Residential Tenancy Policy Guidelines, I order that the landlord forthwith return to the tenant the \$450.00 security deposit together with the \$10.20 in interest which has accrued to the date of this judgment. I grant the tenant a monetary order under section 67 for \$460.20.

This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlords' application is dismissed. The tenant is granted a monetary order of \$460.20.

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: July 02, 2013

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Residential Tenancy Branch