



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

There are applications filed by both parties. The Landlord seeks a monetary order for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee. The Tenant also seeks a monetary order for the return of the security deposit.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing and have confirmed receipt of the notice of hearing package submitted by the other party, I am satisfied that both parties have been properly served with the notice of hearing package. Both parties have also acknowledged receipt of the submitted documentary evidence by the other party.

At the beginning of the hearing the Landlord, B.D. clarified that he is withdrawing the Landlord's entire monetary claim. As such, no further action is required.

It was also clarified that the Tenant had amended the monetary amount of the claim from \$700.00 to \$1,229.00 for compensation for a damaged television based upon the lowest of 3 quotes.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

The Tenant states that the Landlord entered the rental unit on the move-out date of April 30, 2013 prior to the 1:00 pm deadline and damaged the Tenant's television. The Landlord's written statement confirms that the Landlord entered the rental unit at 11:30am on April 30, 2013 and noted a huge dresser , a huge television and a huge

desk. The Landlord disputes the Tenant's claim that they damaged the television. The Tenant states that it must be the Landlords, but have no direct evidence to show that the Landlord damaged the television. The Tenant relies on 3 estimates of a replacement television obtained from an online search from the Source (\$1,699.00), FutureShop (\$1,699.00) and a photocopy of a price tag from Walmart (\$1,098.00). The Tenant states that no replacement has been purchased.

Analysis

The onus or burden of proof lies with the party who is making the 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 their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

The Tenant's monetary claim is disputed by the Landlord. The burden of proof lies with the Tenant. The Tenant is unable to provide any evidence that the television was damaged by the Landlord. I find that the Tenant has failed to provide sufficient evidence to satisfy me that the Landlord damaged the Tenant's television. The Tenant's monetary claim is dismissed.

Conclusion

The Tenant's Application is dismissed.

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 25, 2013

Residential Tenancy Branch