



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 September 1, 2012 and ended on July 31, 2013. The tenants were obligated to pay \$1300.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$650.00 security deposit.

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

The landlord is seeking \$280.00 from the security deposit to cover the following costs: \$140.00 for cleaning, \$20.00 for cleaning supplies, \$50.00 to pressure wash driveway, \$20.00 to replace light fixture in kitchen and \$50.00 for the filing fee. The tenant disputes the landlords claim. The tenant stated that the parties did a "walk through inspection" and she agreed to have the landlord deduct \$150.00 from the security deposit. The tenant stated that she signed the condition inspection report authorizing the landlord to withhold only \$150.000. The tenant stated that she received a cheque in the mail from the landlord for \$220.00. The tenant stated she wants the remaining \$280.00 returned.

The landlord is the applicant in this matter and bears the responsibility of proving his claim. The tenant stated that she did not receive any documentary evidence for this

hearing. I asked the landlord if he had sent the tenant or the Branch any documentary evidence to which he replied: "no, I don't have any evidence". The landlord did not provide any photos, receipts or the condition inspection report that both parties referred to. Based on the insufficient evidence before me I dismiss the landlords' application in its entirety without leave to reapply.

Conclusion

The landlords' application is dismissed in its entirety without leave to reapply.

The landlord is to return the remaining \$280.00 of 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: November 05, 2013

Residential Tenancy Branch

