



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX COMMERCIAL SOLUTIONS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNSD, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied to retain the security deposit towards the cost of cleaning, removing a satellite dish and for furniture that was allegedly taken by the tenant. The tenant applied for the return of her security deposit. Both parties applied for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issue(s) to be Decided

Is the landlord entitled to retain the security deposit or has the tenant established a claim for its return?

Background and Evidence

The tenancy started on September 01, 2012 and ended on August 31, 2013. The rent was \$1,400.00 due on the first day of each month. Prior to moving in the tenant paid a security deposit of \$700.00.

The tenant filed a copy of the tenancy agreement. Even though the landlord states that the unit was furnished, the tenancy agreement indicates that furniture was not provided. The tenant agreed that some furniture was provided, but an inventory of furniture was not created at the start of the tenancy.

The landlord stated that the tenant left the unit in an unsatisfactory condition and is claiming the cost of cleaning in the amount of \$210.00. The landlord is also claiming \$50.00 towards the removal of the satellite installed by the tenant on the roof of the cabin. The landlord is claiming the balance of \$440.00 for furniture that the landlord states was missing at the end of tenancy.

The tenant agreed that some furniture was provided but stated that the landlord had indicated that he had placed an ad online for the sale of the furniture. The landlord denied having had this conversation with the tenant. The tenant stated that she attempted to sell some items of furniture at a garage sale, but was unsuccessful. The landlord acknowledges that some furniture was ruined in a flood. The tenant stated she left behind the items of value and disposed of the other items.

The tenant stated that she cleaned the entire unit except for the appliances. The landlord filed a receipt in the amount of \$210.00 for cleaning.

The tenant agreed to remove the satellite that was installed on the roof of the cabin.

Analysis

The tenant agreed that she had not finished cleaning the unit and therefore I award the landlord his claim of \$210.00 towards cleaning.

As explained to the parties during the hearing, the onus or burden of proof is on the party making a claim to prove 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 the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

The testimony of the parties greatly differed with regard to the furniture that was provided to the tenant and what remained in the rental unit at the end of the tenancy. In the absence of a mention of furniture provided to the tenant, within the tenancy agreement and in the absence of an inventory listing the items provided along with their age/condition, I am unable to determine what furniture was provided to the tenant. I am also unable to determine what was disposed off by the tenant and whether the parties had had a verbal agreement regarding disposal of these items. For all the above reasons the landlord's claim for the cost of furniture is dismissed.

The tenant has agreed to remove the satellite dish she had installed on the roof of the cabin and must do so within one month of receipt of this decision. If she does not do so, the landlord may do so and make application to recover the cost from the tenant.

Both parties must bear the cost of filing their own applications.

Based on the sworn verbal testimony and documentary evidence filed by both parties, I award the landlord \$210.00 towards his claim for the cost of cleaning. I order that the landlord retain this amount from the security deposit of \$700.00. I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the balance due of \$490.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of **\$490.00**.

I order the tenant to remove the satellite dish installed by her on the roof of the cabin within one month of receipt of this decision.

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 20, 2013

Residential Tenancy Branch

