



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNR, MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid rent for August 2013, the cost of cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

These parties were involved in a prior dispute resolution proceeding, on September 03, 2013. The tenant had applied for compensation and for the return of the deposit. The tenant filed a copy of the decision dated September 03, 2013 in which the Arbitrator addressed the issues of rent for August 2013 and the return of the security deposit. Since this portion of the landlord's claim has already been decided upon, this hearing only dealt with the landlord's claim for the cost of cleaning and for the recovery of the filing fee.

The tenant filed a compact disc which contained her evidence. However she did not provide a copy to the landlord and therefore this evidence was not used in the making of this decision.

Issues to be decided

Is the landlord entitled to \$160.00 for cleaning and \$50.00 for the recovery of the filing fee?

Background and Evidence

The tenancy started on June 01, 2011 and ended on August 12, 2013. The tenant stated that she cleaned the rental unit prior to moving out and filed a copy of a handwritten move out inspection report. The report is in a different language and the translation reads "*Inspection everything is ok*". The landlord confirmed that he had written this note and had signed it. However the landlord also testified that the tenants threatened him and he had to sign it in order to have the keys returned to him.

The landlord filed a copy of an invoice dated August 13, 2013, showing that he paid \$160.00 for cleaning the rental unit. The landlord stated that he had photographs to show the condition of the unit, but did not file them into evidence. The tenant continued to strongly testify that she cleaned the unit prior to moving out.

Analysis

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.

In this case, the parties provided contradictory testimony regarding the condition of the unit at the end of the tenancy. Therefore I must rely on the move out inspection note written and signed by the landlord which stated “*everything is ok*”. Even though the landlord stated that he signed it due to the threats made by the tenant, the landlord had an opportunity to file photographs to support his claim and he failed to do so. Accordingly I find that landlord has failed to meet the burden of proof that the suite required cleaning at the end of the tenancy and therefore the landlord’s claim for the cost of cleaning is dismissed.

Since the landlord has not proven his claim, he must bear the cost of filing this application.

Conclusion

The landlord’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: December 10, 2013

Residential Tenancy Branch

