



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Affordable Housing Advisory Association  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with cross applications. The landlord is seeking a monetary order to withhold some funds from the security deposit for damages that they allege the tenant is responsible for. The tenant is seeking the return of her security deposit. Both parties participated in the conference call hearing.

### Issue to be Decided

Is either party entitled to a monetary order as claimed?

### Background, Evidence and Analysis

Both parties agree to the following: The tenancy began on September 1, 2006 and ended on December 31, 2013. The tenants were obligated to pay \$1040.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$427.50 security deposit. The tenant gave proper notice to end the tenancy and provided her forwarding address in writing on December 31, 2013.

The tenant gave the following testimony:

The tenant stated that a condition inspection report was conducted at move in only. The tenant stated that she did agree with the damage to the stove but not to the balance of the landlords claim. The tenant stated that the landlords' documentation is incorrect and she wanted to know why. The tenant stated that the landlords filled out the move out condition inspection report without her authorization and that she does not agree with it.

The landlord gave the following testimony:

The landlord stated that the tenant had agreed to the following damages: \$30.00 for repairing the stove, \$50.00 for the replacement of a curtain rod, and \$50.00 for repair

and painting of the living room walls. The landlord stated that the tenant had been unable to provide her keys at the time of move out. The landlords stated that as soon as the tenant returned the keys they could sign off on the condition inspection report and limit the costs to \$130.00. The landlord stated that two witnesses were present when she agreed to this. The landlord stated the tenant returned the keys the following day and decided that she had changed her mind about the damages and no longer agreed with the condition inspection report.

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, both parties 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 tenant was disjointed in presenting her evidence. The tenant would lose focus and refer to irrelevant issues that were not before me. I made **numerous attempts to explain and assist the tenant** to focus on her application. The tenant would indicate that she understood and then revert back to issues that were not before me.

The landlord and his witnesses were clear and concise throughout the hearing. They provided their evidence in a clear and understandable manner. I find that the landlords conducted their business in accordance with the Act. Based on all of the above I find that the landlords are entitled to the \$130.00 as claimed.

The landlord is entitled to the recovery of the \$50.00 filing fee. The landlords' total award is \$180.00.

The tenant was not successful in her application and she must bear the cost of the filing fee.

### Conclusion

The landlord has established a claim for \$180.00. I order that the landlord retain \$180.00 from the security deposit and return the remaining \$247.50 plus interest of \$13.66 = 261.16. I grant the tenant an order under section 67 for the balance due of \$261.16. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: April 28, 2014

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Residential Tenancy Branch

