



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNSD, 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 December 15, 2013 and ended on March 30, 2014. The tenants were obligated to pay \$650.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$200.00 security deposit.

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, the landlord 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.

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

First Claim – The landlord is seeking \$650.00 for unpaid rent for the month of March. The landlord advised the tenancy was terminated by an order from the Branch. The landlord stated that a receipt was provided for cash payments during the entire tenancy. The tenants stated that they had paid cash but no receipt was provided. The tenants stated they had witnesses that could confirm this however the witness was unable to give specific date, time and location of the payment. Based on the timing of the previous hearing, the testimony of the parties and on the balance of probabilities, I am satisfied that the tenants have not paid rent for the month of March and the landlord is entitled to \$650.00.

Second Claim – The landlord is seeking \$553.96 for the replacement of a door, cleaning supplies and labour to clean the unit. The landlord advised that a condition inspection report upon move in and move out was not conducted. The tenant disputes this claim. The tenant stated that the door was damaged prior to their tenancy commencing and that the unit was left in better condition than when they got it. The tenant stated that they would have gladly cleaned up more if the landlord wished but were told to leave the keys and “get out”.

It was explained in great detail to the landlord the vital and useful nature of the inspection report. Without the condition inspection report or any other supporting documentation I am unable to ascertain the changes from the start of tenancy to the end of tenancy, if any. The landlord has not provided sufficient evidence to support this portion of his claim and I therefore dismiss this portion of their application.

The landlord is entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$700.00. I order that the landlord retain the \$200.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$500.00. 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: May 01, 2014

Residential Tenancy Branch

