



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNR, OPR, MNDC, FF

Introduction

This amended application is a request for a monetary order for \$1674.00.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established a monetary claim against the respondent and if so in what amount?

Background and Evidence

The applicant testified that:

- This tenancy began on June 29, 2013 with a monthly rent of \$1400.00.

- The tenant paid a \$700.00 security deposit.
- No move in inspection report was done at the beginning of the tenancy.
- The tenant failed to pay the June 2014 rent and vacated on June 30, 2014.
- The tenant gave me written permission to keep her full security deposit of \$700.00 towards the outstanding June 2014 rent.
- At the beginning of the tenancy a hallway table was left for the tenant to use, however at the end of the tenancy that table was missing.
- When the tenant vacated they found chewing or scratch marks on the baseboards, which had to be repaired.
- The laminate flooring in one of the bedrooms was also scratched during the tenancy, and had to be replaced.
- They also found that blinds in the rental property had been chewed during the tenancy, and one was missing, those blinds therefore had to be replaced.
- They had left two extension cords for the tenant however at the end of the tenancy one 50 foot extension cord was missing.
- The patio screen door was also found with a large hole in it at the end of the tenancy and had to be replaced.

She is therefore requesting a monetary order as follows:

Remaining June 2014 rent outstanding	\$700.00
Replace missing hallway table	\$270.00
Damage baseboard repair	\$80.00
Floor damage repair	\$300.00
Replace damaged/missing blinds	\$175.00
Replace missing extension cord	\$59.00
Replace damaged screen door	\$90.00
Filing fee	\$50.00
Total	\$1724.00

The respondent testified that:

- She does not dispute that she owes \$700.00 for the remainder of June 2014 rent.

- She did not take any tables from the home when she vacated.
- Her dogs did damage some of the baseboards however they did attempt to repair them by sanding and repainting, but they still may need some minor repairs.
- They did not damage the flooring in the bedroom, the damage already existed underneath a bed which the landlord had left in the bedroom. The scratches were discovered after the bed was moved.
- They did not damage or take any blinds either; two of the blinds were already damaged at the beginning of the tenancy.
- She does not know anything about an extension cord and did not take any extension cords belonging to the landlord.
- The screen door already had a hole in the screen when they moved into the rental property and therefore they remove the door and stored it in the garage so that their pet would not make the hole any bigger. This damage was not caused by them.

Analysis

The tenant has admitted that she owes \$700.00 rent for the month of June 2014 and therefore I allow that portion of the landlords claim.

The tenant has also admitted that her pets chew and/or scratched the baseboards in the rental property and therefore I also allow the landlords claim for \$80.00 to repair that damage as I find the amount reasonable.

I deny the remainder of the landlords claim because the landlord has not met the burden of proving that the tenant took any items or caused any further damage.

No move in inspection report was done at the beginning of the tenancy, and therefore it is basically just the landlord's word against that of the tenant as to whether there was

any damage that existed at the beginning of the tenancy or whether any items were left in the rental property.

The burden of proving a claim lies with the person making the claim and when it is just one person's word against that of the other that burden of proof has not been met.

In this case it is just the landlord's word against that of the tenant, and the tenant has denied causing any further damages or removing any of the landlord's personal property from the rental unit.

Therefore the total amount of the landlord's claim I have allowed is \$790.00, and recovery of the \$50.00 filing fee.

Conclusion

I have issued an Order for the respondent to pay \$840.00 to the applicant and the remainder of this claim is dismissed without leave to reapply.

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: August 25, 2014

Residential Tenancy Branch

