



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MND, FF

### Introduction

This matter dealt with an application by the Landlord for compensation for damage to the unit, site or property and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the “hearing package”) by registered mail on May 20, 2014. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord’s hearing package as required by s. 89 of the Act and the hearing proceeded with all parties present.

### Issues(s) to be Decided

1. Is there damage to the unit, site or property and if so how much?
2. Is the Landlord entitled to compensation and if so how much?

### Background and Evidence

The Tenant said the tenancy started in the winter of 2011 and the Landlord said the tenancy started in February, 2010. The Landlord thought there was a written tenancy agreement but he did not submit it in the evidence package and he did not have a copy at the Hearing. Rent was \$550.00 per month payable on the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$275.00 at the start of the tenancy. This tenancy ended on March of 2012.

The Landlord said there was no move in or move out condition inspection reports completed. The Landlord continued to say that he has applied for \$4,956.86 of damage caused by the Tenant to the rental unit. The Landlord submitted in his application, a list of his expenses, supporting receipts and photographs of the unit with no date or explanation of what the photographs were and what damages was caused by the Tenant.

At the start of the hearing the Landlord was advised that the applicant is responsible to prove his claim and it is a requirement by the Act to do move in and move out condition inspections in order to establish a base line for the condition of the rental unit on move in and move out. If no condition inspection reports are completed and there is no other proof of the condition of the unit then it is impossible to establish the amount of damage and the amount of compensation to

cover that damage. The Landlord said he understood that he did not comply with the Act and has not provided evidence that proves his claims.

The Parties were offered an opportunity to settle the dispute by mediation.

The Tenant said he has no money and is not interested in any settlement agreement.

### Analysis

Section 23 and 35 of the Act say that a landlord and tenant must do condition inspections to establish the condition of the rental unit at the start and the end of the tenancy. If this is not done and there is no other acceptable evidence of the condition of the rental unit at the start and the end of a tenancy then the applicant cannot establish the amount of damage or if any damage was done to the rental unit.

On reviewing the evidence and testimony, I find there is no written evidence that establishes the condition of the rental unit at the start of the tenancy. It is the Landlord responsibility to do these reports and if the reports are not completed the Landlord is unable to establish the condition of the rental unit at the start or end of the tenancy. Consequently the Landlord cannot establish proof that the Tenant damaged the rental unit or left it in a condition that was not similar to the start of the tenancy. As a result of lack of proof to establish the condition of the rental unit at the start of the tenancy, I dismiss the Landlord's application for damages to the unit, site or property without leave to reapply.

As well, as the Landlord was not successful in this matter I dismiss his application to recover the filing fee of \$50.00 from the Tenant.

### Conclusion

The Landlord's application 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: September 22, 2014

