



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 583230 BC LTD and ROYAL LEPAGE CITY CENTRE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MND, MNSD, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of repairs, 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.

The tenant stated that the landlord's evidence consisted of an envelope containing her bank statement. The landlord agreed that she had given the tenant the wrong envelope. Accordingly, the evidence presented by the landlord was not received by the tenant and will not be used in the making of this decision.

Issues to be decided

Is the landlord entitled to a monetary order for repairs, cleaning and the filing fee?

Background and Evidence

The tenancy ended on April 30, 2014. Prior to the start of tenancy, the tenant had paid a security deposit of \$625.00 and a pet deposit of \$625.00.

On April 30, 2014, a move out inspection was carried out in the presence of the tenant and the landlord filed a copy of the report into evidence. In the report the damage to the rental unit is listed as "holes in the wall, scratches, marks on floor, cleaning fee will be charged" The damage to the unit was discussed and the tenant agreed that there were some holes in the walls that he did not patch and some cleaning was left to be done.

The landlord has made a claim for \$150.00 for cleaning and \$1,900.00 to repair damage to the floors, door frames and shower head. The tenant stated that the repairs to the shower head were dealt with in a previous hearing. The tenant also stated that some scratches on the flooring were present at the time the tenancy started.

The landlord was unable to provide a move in inspection report as the landlord assumed management of the unit after the tenancy started. The landlord also did not file a receipt to support the amount of costs incurred to repair the unit. In addition the landlord was unable to provide information on the amounts spent for repair of the individual items that were allegedly damaged by the tenant.

Analysis

Based on the testimony of both parties, I find that landlord had the opportunity to provide adequate evidence to the tenant and to the Residential Tenancy Branch to support her monetary claim, but failed to do so. The tenant denied having caused the damage that the landlord is claiming for and in the absence of evidence to support the landlord's claim of \$1,900.00 for damage to the floors and door frames, I must dismiss this claim.

The tenant agreed that he left some cleaning to be done and therefore I award the landlord \$150.00 towards the cost of cleaning. Since the landlord has not proven most of her claim, she must bear the cost of filing this application.

Overall the landlord has established a claim of \$150.00. I order the landlord to retain this amount from the security and pet deposits and return the balance of \$1,100.00 to the tenant.

Conclusion

The landlord must return \$1,100.00 to the tenant within 15 days of receipt of this decision. The balance of 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: September 17, 2014

Residential Tenancy Branch

