



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing them to retain the security deposit. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began on July 1, 2013 at which time the tenant paid a \$547.50 security deposit and that it ended in May or June 2014. The landlord claims \$336.00 as the cost of cleaning, \$74.99 as the cost of repairing or replacing a blind and \$137.00 as the cost of replacing a window as well as recovery of the \$50.00 filing fee paid to bring this application. The landlord provided no documentary or photographic evidence other than a copy of the mail receipt showing that the tenant had been served with the application for dispute resolution. The agent of the landlord who appeared at the hearing had only recently begun working for the landlord and did not have personal knowledge of the condition of the rental unit.

The tenant agreed that she was responsible for \$168.00 in cleaning but disputed the other charges.

Analysis

The landlord bears the burden of proving their claim. In the absence of documentary or photographic evidence or testimony from someone who had actually viewed the rental unit and in light of the tenant's dispute of the charges, I find that the landlord has failed to prove the bulk of the claim.

As the tenant agreed that some cleaning was required and that \$168.00 was a fair charge for cleaning, I award the landlord \$168.00. The remainder of the claim is dismissed. The landlord will bear the cost of the filing fee as I find it possible that the tenant may have agreed to a deduction from her security deposit for cleaning had the landlord presented her with that option.

Conclusion

The landlord has been awarded \$168.00. I order the landlord to deduct that amount from the security deposit and I order them to return the balance of \$379.00 to the tenant forthwith. I grant the tenant a monetary order under section 67 for \$379.00. This order may be filed in the Small Claims Division of the Provincial 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: October 17, 2014

Residential Tenancy Branch

