



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. Both parties participated in the conference call hearing. The tenant confirmed that he received the landlords' documentary evidence in accordance with Section 89 of the Act and in accordance with the Rules of Procedure. 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 1, 2010 and ended on August 31, 2014. The tenants were obligated to pay \$900.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$450.00 security deposit. Condition inspection reports were conducted at move in and move out by the landlord and the tenant.

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.

Landlords First Claim – The landlord is seeking \$10.00 for the replacement of three lightbulbs. The tenant disputes this claim as he feels its normal wear and tear and should not be responsible for it.

Residential Tenancy Policy Guideline 1 states that tenant is responsible for replacing light bulbs during their tenancy; accordingly I find that the landlord is entitled to \$10.00.

Landlords Second Claim – The landlord is seeking the cost of replacing 6 window screens X \$5.00 = \$30.00. The tenant stated that he was told that only five screens needed replacing and was content with that. The tenant stated that the landlord never showed him the sixth screen. The landlord was silent on this point and could not provide any further evidence. Based on the above, I accept the version as purported by the tenant on the balance of probabilities and find that the landlord is entitled to \$25.00.

Landlords Third Claim – The landlord is seeking \$40.00 for cleaning the stove, \$60.00 for the repair of three holes in the floor, and \$100.00 for a broken light fixture. The landlord did not provide any receipts for these claims or any pictures to corroborate his claims. The landlord stated that he had photos of the damage but neglected to submit it as part of his evidence package for consideration. The tenant stated that he disputes all of these claims. The tenant stated the unit was left cleaner than when he got it and did not damage anything. The landlord has not provided sufficient evidence to support this claim. Based on the insufficient evidence before me and on the balance of probabilities I dismiss this portion of the landlords' application.

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

Conclusion

The landlord has established a claim for \$85.00. I order that the landlord retain \$85.00 from the security deposit in full satisfaction of the claim.

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: April 16, 2015

Residential Tenancy Branch

