



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNR, MNSD

Introduction

This is a request for a monetary order for \$634.05 and a request for recovery of the \$50.00 filing fee, for a total claim of \$684.05.

Some documentary 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

The issue is whether or not the applicant is established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that:

- The tenants failed to pay utilities for the rental unit and therefore at the end of the tenancy there was a substantial amount of utilities outstanding.
- The tenants also damaged two doors during the tenancy and they had to be replaced. Each door had one six-inch hole in it.
- The tenants also owe her money for dump fees and the use of her truck to remove garbage to the dump at the end of the tenancy.

The applicant is therefore requesting a monetary order as follows:

Previous outstanding utilities	\$282.04
Utilities outstanding from final bill	\$245.76
Replace two doors	\$136.64
Dump fees	\$62.25
Use of truck to haul garbage	\$20.00
Filing fee	\$50.00
Sub-Total	\$796.69
Utility credit	-\$2.00
Security deposit interest credit	-\$11.00
Payment already made	-\$100.00
Total order requested	\$620.68

The respondent testified that:

- She does not dispute any of the claims, except for the claim for damage doors, as there were no doors damaged at the end of the tenancy.
- The landlord did not do any move-out inspection report, and did not report any damage to the doors until well after they moved out.
- She therefore does not believe that the landlord should be able to charge them for any damaged doors.

Analysis

As stated above the respondent does not dispute the majority of the claim and therefore I have allowed all the undisputed portions of this claim.

I will not however allow the landlords claim for replacing two doors, because it is my finding that the landlord has not met the burden of proving that the tenants damaged doors during the tenancy. The burden of proving a claim lies with the applicant and when it is just the applicants word against that of the respondent that burden of proof is not met. In this case, it is just the landlord's word against that of the tenant, and therefore the burden of proving this portion of the claim has not been met.

Conclusion

I have allowed \$484.04 of the applicants claim and have issued a monetary order for the respondents to pay that amount to the applicant.

The remainder of the 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: May 05, 2015

Residential Tenancy Branch

