



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNSD MNDC FF

### Introduction

This hearing dealt with monetary applications by the landlord and the tenant. Both the landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on May 15, 2014. Rent in the amount of \$800.00 was payable in advance on the first day of each month. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$400.00 and a pet deposit of \$400.00. The landlord and the tenant did not complete a condition inspection report at the outset of the tenancy.

The tenancy ended on November 15, 2014.

### *Landlord's Evidence*

The landlord stated that the tenant vacated the rental unit without written notice, and afterward the landlord found extensive damage to the contents and an unacceptable dirty condition. The landlord stated that there was a bed with urine stains all over it that had to be thrown out; it cost \$400.00 to repair cat claw holes in a leather sofa; the landlord received two quotes for cleaning the very dirty unit; and the tenant's dog chewed on wooden posts and furniture on the deck. The landlord's witness stated that before the tenancy the deck was brand-new; the tenant admitted to the witness that her cat scratched the couch; and when the tenant vacated the unit was dusty and dirty, and the blinds were chewed on. The landlord did not provide a breakdown of their monetary claim.

### *Tenant's Evidence*

The tenant's response was that the landlord wanted the tenant to move out, so she did what they wanted. The tenant submitted that on the day she vacated, the landlord came downstairs and the tenant showed the landlord the entire rental unit. The tenant submitted that the landlord told the tenant that the unit looked good, and she returned the keys to the landlord. The tenant denied causing any damage to the rental unit, and submitted that she spent a considerable amount of time thoroughly cleaning the unit. The tenant has claimed recovery of her security and pet deposits.

### Analysis

#### *Landlord's application*

I find that the landlord has not provided sufficient evidence to support their claim. The landlord did not carry out a move-in inspection and complete a condition inspection report at the outset of the tenancy, and I therefore cannot determine what damage may have been pre-existing. Additionally, the landlord did not provide a specific breakdown of the individual costs for repairs and cleaning. I therefore dismiss the landlord's application. As the landlord's application was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

The tenant is entitled to recovery of the security and pet damage deposits, in the amount of \$800.00. As her application was successful, the tenant is entitled to recovery of the \$50 filing fee for the cost of her application.

Conclusion

The landlord's application is dismissed.

I grant the tenant an order under section 67 for the balance due of \$850. This order may be filed in the Small Claims 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: June 30, 2015

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Residential Tenancy Branch

