



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This is an application brought by the Landlord requesting a monetary order in the amount of \$1000.00, recovery of the \$50.00 filing fee, and requesting an order to keep the full security/pet deposit towards the claim.

Some documentary evidence, photo evidence, and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

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

Background and Evidence

This tenancy began on December 15, 2012 with the monthly rent of \$1000.00.

On January 1, 2013 the respondent/tenant paid a security deposit of \$500.00, and the pet deposit of \$250.00.

No move-in inspection report was produced at the beginning of the tenancy.

The tenant vacated the rental unit on or around November 30, 2014.

The landlord testified that:

- The tenant disconnected the electrical power to the garage and as a result she will have to have it reconnected at an estimated cost of \$400.00.
- She had just replace the carpets in the rental unit when the tenant moved in and therefore they were brand-new, however when the tenant vacated, the carpets were totally destroyed and will cost an estimated \$400.00-\$500.00 to replace.
- The tenant left a large amount of junk behind when he vacated and as a result she had dump fees totaling \$50.00.
- The tenant also left the yard in a real mess, overgrown and with dog mess everywhere. Her estimate to repair the yard is \$100.00.
- She left a hedge trimmer for the tenant, however that trimmer was missing at the end of the tenancy and her estimate to replace that is \$50.00.
- She is therefore requesting a total claim of \$1000.00 and is requesting an order allowing her to keep the full security/pet deposit towards the claim.

The tenant testified that:

- The garage at the rental property was not legally wired, the landlord had simply stretched a wire from the house to the garage at eye level and therefore it was a danger for anyone using the yard. He therefore had an electrician remove the illegal wire.
- The carpets in the rental unit were not new when he moved in and, in fact, the carpet was in very poor condition, and he informed the landlord of the problem with the carpet right after moving in.
- He did leave some personal belongings at the rental property on the day he moved out, however they were off the property and he was planning to return that day to retrieve them. When he returned, on the same day he moved out, the landlord had already removed the belongings.
- The yard was in terrible condition when he moved onto the rental property and he does not believe it was his responsibility to rehabilitate this yard.
- The landlord did leave a hedge trimmer at the rental property, however he did not remove that hedge trimmer when he vacated so he has no idea where that trimmer is at this time.
- He believes the landlord's full claim should be dismissed and his full security/pet deposits return.

Analysis

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

In this case, since no move-in inspection report was done it is just the landlord's word against that of the tenants as to the condition of the rental unit when the tenant moved in.

The tenant has testified that the garage was illegally wired and posed an electrical hazard and therefore he had it removed. Although given the opportunity to do so, the landlord did not deny the tenants claims of illegal wiring. Further, the applicant/landlord has provided no evidence to support her claim that rewiring the garage will cost \$400.00.

I therefore deny the landlords claim for rewiring the garage.

As stated above, it is just the landlord's word against that of the tenants as to the condition of the rental unit when the tenant moved in, and the tenant has testified that the carpets were in very poor condition when he moved into the rental unit. Therefore since the burden of proving a claim lies with the applicant it's my finding that the landlord has not met the burden of proving the claim that the tenant damaged the carpets.

I therefore deny the claim for carpets.

The tenant admits that he had left some items behind when he vacated the rental property, however he testified that he returned on the move out date to retrieve those items and the landlord had already removed them.

Further, although the landlord claims that she paid \$50.00 in dump fees, she has provided no evidence in support of that claim.

I therefore also deny the claim for dump fees.

With regards to the yard cleanup, again it is just the landlord's word against that of the tenants, and therefore, it is my finding that the landlord is not met the burden of proving that the yard was left in any worse condition than when the tenant moved in.

I therefore also deny the claim for yard cleanup.

As far as the hedge trimmer is concerned, the tenant denies removing the hedge trimmer when he vacated the rental unit, and again since the landlord has provided no evidence in support of her claim that it was missing, or her claim that it would cost \$50.00 to replace, it's my finding that I will not allow the claim for the hedge trimmer.

Having denied the full claim I also deny the landlords request for recovery of her filing fee.

Conclusion

This application has been dismissed in full without leave to reapply, and I have issued an order for the landlord to return the tenants full security/pet deposits in the amount of \$750.00.

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: July 21, 2015

Residential Tenancy Branch

