



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, FF

Introduction

This hearing concerns the landlords' application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and recovery of the filing fee. Both parties attended or were represented and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlords are entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

In response to the tenant's application a decision was issued by date of October 03, 2014. In summary, a monetary order was issued in favour of the tenant, reflecting the double return of the security deposit (\$750.00) and recovery of the filing fee (\$50.00).

Pursuant to a written tenancy agreement the month-to-month tenancy began on August 16, 2011. Monthly rent was \$750.00 and a security deposit of \$375.00 was collected. A move-in condition inspection report was not completed.

The tenancy ended April 30, 2014. The landlord claims that the unit required cleaning, certain repairs and painting as a result of the tenancy. A move-out condition inspection report was not completed.

Analysis

The attention of the parties is first drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Further, section 37 of the Act addresses **Leaving the rental unit at the end of a tenancy**, and provides in part:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and....

Based on the documentary evidence and testimony, and in consideration of the above statutory provisions, the aspects of the application and my findings are set out below.

\$892.50: *repairs to engineered flooring in 2 bedrooms (quote only)*

\$210.00: *painting and touch up of walls (receipt submitted)*

\$500.00: *janitorial cleaning fees (receipts submitted)*

In the absence of the comparative results of move-in and move-out condition inspection reports, and in the absence of any other evidence to support a claim that the unit was not left “reasonably clean, and undamaged except for reasonable wear and tear,” I find that the landlords have failed to meet the burden of proving entitlement to the costs claimed. Accordingly, the principal aspects of the landlords’ claim must be dismissed.

\$50.00: *filing fee*

As the principal claims are dismissed, so is the application to recover the filing fee.

Conclusion

The landlords’ application is hereby dismissed.

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: August 12, 2015

Residential Tenancy Branch

