



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit, site or property. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's testimony is as follows. The tenancy began on August 5, 2014 and ended on April 29, 2015. The tenants were obligated to pay \$750.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$375.00 security deposit. The landlord stated that the tenant did not do a good job cleaning the unit. The landlord stated that the tenant left stains on the mattress and on a rug. The landlord stated that he had to clean the unit and will need to replace the mattress and rug. The landlord stated the he incurred costs for preparing for this hearing that included registered mail costs, his time and effort and the filing fee

The landlord is applying for the following:

1.	Suite Cleaning	\$112.50
2.	Replace mattress and Rug (estimate)	\$1008.00
3.	Costs for the hearing	\$202.00
	Total	\$1322.50

The tenants gave the following testimony. The tenant stated that he 100% disputes the landlords claim. The tenants stated that the condition inspection report was done at move in and move out without any differences in condition. The tenants stated that the unit was thoroughly cleaned and that there wasn't any damage. The tenant stated that his mother thoroughly cleaned the unit. The tenant stated that he signed the move out inspection in good faith with the

landlord and “thought that was that and done with”. The tenant stated that the landlord did a subsequent inspection several days later without him being present and made these false accusations.

Analysis.

Section 67 of the Act states that when a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. **To prove a loss the applicant must satisfy all four of the following four elements:**

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

The condition inspection report that was provided to me reflects the tenants position, that no cleaning deficiencies or damage was noted and that both parties signed and accepted the unit being in good condition. In addition, the landlord has only given estimates of the items that he is seeking to have replaced. The landlord has not suffered any “out of pocket” costs at this time. Based on all of the above, I am not satisfied that the landlord has met any of the four grounds above. In addition, the tenant had a witness give disputing testimony to the landlords claim and that the condition inspection report supports the position of the tenant.

Based on the above and on a balance of probabilities, I hereby dismiss the landlords’ application.

Conclusion

The landlords’ application is dismissed in its entirety.

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: October 26, 2015

Residential Tenancy Branch

