



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to recover the filing fee. Both parties participated in the teleconference. The landlord did not submit any documentation for this hearing. The tenant submitted documentation that the landlords confirmed that they received. Both parties gave affirmed evidence.

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 February 1, 2015 and ended on November 30, 2015. The tenants were obligated to pay \$950.00 per month in rent and \$50.00 for laundry and cable. The landlords stated that the tenants left the unit dirty and damaged at move out. The landlord stated that he and his wife spent almost two days cleaning the unit, shampooing the carpets, fixing multiple holes in the wall and some spot painting. The landlords stated that they conducted all the work on their own as they cannot afford to hire a contractor. The landlords stated that they are seeking \$1565.00 from the tenants' to cover these costs.

The tenants gave the following testimony. The tenants stated that they left the unit cleaner than when they received it. The tenants stated that the landlord is not being truthful about the condition of the unit at move out. The tenants stated that they spent considerable time cleaning the unit and that they did not cause any damage.

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 landlords did not provide any documentary evidence for this hearing for consideration. The landlords acknowledged that there wasn't a signed tenancy agreement, condition inspection report at move in or move out, photos or receipts to support their claim. Given the evidence before me, in the absence of any evidence from the landlord, I accept the version of events as discussed by the tenant and corroborated by her evidence. The landlord has failed to satisfy me of any of the four grounds listed above, accordingly; I dismiss the landlords application in its entirety.

Conclusion

The landlords' application is 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: March 22, 2016

Residential Tenancy Branch

