



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD

Introduction

This was a hearing with respect to the landlord's application for a monetary award and for an order to retain the security deposit. The hearing was conducted by conference call. The landlord attended with her brother. The tenants did not attend, although they were served with the application and Notice of Hearing. The tenants did submit documentary evidence in reply to the landlord's application, but did not attend the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The landlord testified that the rental unit is a basement suite in the landlord's house in Surrey. The tenancy began in March, 2013. The landlord said the tenants moved out September 1, 2015.

The landlord claimed the following amounts as set out in a monetary order worksheet:

• Canadian Tire Blinds:	\$52.38
• Canadian Tire pan/ring	\$17.90
• Parm's Drywall Ltd. Drywall repairs:	\$562
• No receipt provided: Paint	\$24.00
• Unpaid rent for July, August, September:	\$1,800.00
Total:	\$2,456.28

The landlord did not submit a condition inspection report of the rental unit. The landlord submitted two photographs, one taken of a light switch, the other an outside picture showing a window and garden area said to be taken to show broken blinds. The picture appeared to show curtains hanging across a window.

The landlord submitted a photocopy of two Canadian Tire invoices and a photograph of a handwritten invoice for "Dry wall fix in Basement" in the amount of \$562 for material and labour. The

landlord submitted a photocopy of a 10 day Notice to End Tenancy for unpaid rent. The copy was of such poor quality that it was mostly illegible.

The tenants submitted documentary evidence in response to the landlord's claims. The tenants disputed all of the landlord's claims, but did not attend to provide evidence at the hearing.

There was a previous dispute resolution proceeding with respect to this tenancy. The landlord's application for an early end of tenancy was heard on August 10, 2015 and it was dismissed by decision dated August 10, 2015. In the August decision the arbitrator noted that the landlord had given the tenants a one month Notice to End Tenancy for cause on July 3, 2015. There was no mention in the August decision of any evidence from the landlord that the tenants failed to pay July or August rent.

Analysis

There is no written tenancy agreement. The landlord has not proved any record of rent payments and has not provided a condition inspection report or any photographs of the interior of the rental unit to show damage said to have been caused by the tenants.

The landlord has the burden of proving her claims for damage and unpaid rent on a balance of probabilities. In the absence of a tenancy agreement and in the absence of any rent ledgers, bank records or rental receipts for past payments and in the absence of condition inspection reports and pictures showing the interior of the rental unit, I find that the landlord has failed to prove any of the monetary claims sought on a balance of probabilities. The landlord's claims for a monetary award are therefore dismissed without leave to reapply.

I was not provided with any evidence concerning payment of a security deposit and I make no finding with respect to any security deposit that may have been paid by the tenants.

Conclusion

The landlord's application for a monetary award and to retain a security deposit is dismissed without leave to reapply.

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 28, 2016

Residential Tenancy Branch

