



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0855369 B.C. LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of cleaning and repair and for the recovery of the filing fee. The landlord also applied to retain the security deposit in satisfaction of the claim.

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.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of cleaning and repair and for the recovery of the filing fee?

Background and Evidence

The tenancy started on August 01, 2016 and ended on August 01, 2017. The monthly rent was \$1,900.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$850.00.

Move in and move out inspections were conducted by the landlord in the presence of the tenant. The landlord filed copies of the reports into evidence. The report indicates that the unit was left in a dirty condition.

The tenant testified that she spent a great deal of time cleaning the rental unit. The tenant agreed that she was responsible for the cleaning of the carpet and for damage to a window. The landlord filed photographs and invoices to support her monetary claim.

The tenant provided the landlord with her forwarding address in writing on July 30, 2017. The landlord made application for a monetary order against the deposit in a timely manner.

The landlord is claiming the following:

1.	Carpet Cleaning	\$185.00
2.	Damage to window	\$100.00
3.	Repair screen door	\$65.00
4.	Labour to fill holes in walls	\$70.00
5.	General cleaning	\$230.00
6.	Stains on Carpet	\$200.00
7.	Filing fee	\$100.00
	Total	\$950.00

Analysis

1. Carpet Cleaning - \$185.00
2. Damage to window - \$100.00

The tenant agreed to cover the cost of carpet cleaning and also agreed that she had caused damage to the window. The landlord filed photographs and invoices to support her claim. Based on the testimony of both parties and the landlord's evidence, I find that the landlord has proven her claim I award the landlord the landlord her monetary claim for both items.

3. Repair screen door - \$65.00
4. Labour to fill holes in walls - \$70.00

The tenant stated that the screen door was damaged and the walls had holes in them right from the start of the tenancy. The tenant stated that she used the existent holes to hang her own pictures. The landlord denied the allegation that the damage to the screen door and walls was in existence at the start of tenancy.

As explained to the parties during the hearing, the onus or burden of proof is on the party making a claim to prove the claim.

When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails. In this case the parties provided contradictory evidence about damage to the screen door and walls.

Upon review of the move in inspection report, these items do not show up as discrepancies and therefore I find that it is more likely than not that the damage was caused by the tenant and accordingly she is responsible for the cost of repair.

The landlord filed photographs and invoices to support her claim. I find that the landlord is entitled to her claim for both items.

5. General cleaning - \$230.00

The landlord filed photographs of the rental unit after the tenant moved out. The landlord testified that the photographs were taken on July 30, 2017. The tenant did not file any photographs to confirm the condition of the unit at the end of tenancy.

The photographs indicate that the unit was left in a condition that required considerable cleaning. The landlord stated that she personally washed the walls and did some cleaning for which she has not claimed but eventually she had to hire professional cleaners to get the unit properly cleaned.

The landlord has also filed a copy of the invoice to support her claim. I find that the landlord is entitled to her claim.

6. Stains on carpet - \$200.00

The landlord testified that the carpet was stained in two areas and despite professional cleaning the stains remained. The landlord filed photographs of the stains. The landlord stated that her husband was able to cut out one stain and patch the carpet but was unable to cut out and patch the other. The landlord is claiming \$200.00 for the time and labour. Based on the evidence before me I find that the landlord has proven her claim.

7. Filing fee - \$100.00

The landlord has proven her claim and is entitled to the recovery of the filing fee.

Overall the landlord has proven her entire claim of \$950.00. . I order that the landlord retain the security deposit and interest of \$850.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$100.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$100.00**. The landlord may retain the security deposit of \$850.00.

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: February 23, 2018

Residential Tenancy Branch