



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover unpaid rent, the cost of repairs and cleaning and the filing fee.

Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves.

As both parties were in attendance, I confirmed the service of documents. The tenant confirmed receipt of the landlord's application for dispute resolution and evidence and stated that she had not served the landlord with her evidence. Since the tenant uploaded evidence to her electronic file but did not serve a copy of her evidence to the landlord, the tenant's evidence was not used in the making of this decision. I find that the tenant was served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Is the landlord entitled to a monetary order to recover unpaid rent, the cost of repairs and cleaning and the filing fee?

Background and Evidence

The tenancy started in June 2016. The monthly rent was \$1,000.00 payable on the first of each month. The rental unit consisted of a trailer and a garage. There is no written tenancy agreement. The parties could not agree on the start and end dates of tenancy. The tenant stated that she moved in on June 15, 2016 while the landlord stated that the tenancy started on June 01, 2016. The landlord stated that the tenant moved out on February 28, 2019 while the tenant stated that she moved out on October 28, 2018.

The tenant stated that in October 2018, she asked the landlord if it would be ok to use the garage for her belongings for a reduced rent of \$200.00. The tenant stated that the landlord told her not to worry about it and she could use the garage at no cost. The landlord denied having made such an arrangement and stated that the tenant's belongings remained in the trailer and garage until February 28, 2019. The landlord stated that the tenant's belongings left behind in the rental unit included furniture, a freezer, canned food clothing, coolers etc. He stated that the trailer was dirty, and the carpet smelt of cat urine.

The tenant agreed that all her items were removed from the rental unit on February 28, 2019 and that a week prior to that, her friends cleaned the trailer.

The parties also could not agree on rental payments and what periods they were for. The tenant stated that she is on income assistance and that her rent payments came directly to the landlord once he was set up as a payee. The tenant stated that the rent payment came at the end of the month and was for the following month. The landlord agreed that the rent payment came at the end of the month but firmly stated that the payment was for the month it was received in.

In support of her position the tenant stated that when the tenancy started on June 15, 2016, she paid the landlord \$500.00 for security deposit and \$500.00 for rent for half the month, as she had moved in on the 15th of June 2016. The tenant's position was that the rental payment that came from social services at the end of June 2016 was for July 2016 as rent for June had already been paid. The landlord argued that the tenant moved in on June 01, 2016 and paid \$500.00 for a security deposit and that rent for June in the amount of \$1,000.00 came from social services at the end of June. Neither party had any documentation to support their testimony.

The tenant agreed that she had not paid rent for October 2018 but stated that rent for September 2018 was paid by social services at the end of August 2018. The landlord provided copies of bank statements to show that he received rent at the end of each month by direct deposit and that the last payment he received was in August 2018. However, this does not provide information on which month's rent was paid at the end of each month.

The landlord is claiming \$6,000.00 for unpaid rent for the months of September 2018 to February 2019.

The landlord is claiming \$1,000.00 towards the damage caused by the tenant to the rental property. The landlord described damage to the rental unit as extensive.

The landlord stated that the tenant dropped a pot on the glass stove top and cracked it into three parts. The landlord stated that the freezer door was damaged and shelves inside were broken, the kitchen floor was burnt, the carpets were stained with cat urine and emanated a strong odour of cat urine, the drapes were missing, the bedroom mirror was scratched, the walls were damaged, and the bathroom cabinets were water damaged. The landlord stated that in the process of trying to move her vehicle, the tenant damaged the driveway. The tenant also left water in the hot tub which caused the pump to cease. The landlord stated that the tenant left canned food in the garage which attracted a bear to attempt a break in, resulting in damage to the garage door.

The landlord provided photographs of the damage and receipts of the cost of repairs. The photographs are black and white and appear grainy and hard to read. The landlord stated that the cost of repairs is far more than his claim of \$1,000.00. The tenant denied causing any damage and stated that the damage was present at the start of tenancy.

Analysis

Based on the testimony of both parties, I find that the tenant moved out of the rental unit on October 28, 2018 but left most of her belongings behind. The tenant agreed that her belongings were removed by the end of February 2019, and that the rental unit was cleaned at that time.

The parties agreed that the last rental payment was made at the end of August 2018, but they could not agree on the month for which that rental payment was made. The tenant stated that it was for the month of September 2018 while the landlord stated that it was for the month of August 2018.

During the hearing the parties could not agree on several issues. As explained to the parties, 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.

The landlord did not provide any additional documentation to support his position that the rental payment made at the end of August 2018 was for the same month. Since social services makes rental payments in advance, I find on a balance of probabilities that it is more likely than not that the rental payment at the end of August 2018 was for September 2018.

The tenant agreed that she did not pay rent for October 2018 and removed all her possessions from the rental unit on February 28, 2019. Accordingly, I find that the landlord is entitled to rent for the period of October 2018 to February 2019 in the total amount of \$5,000.00.

Based on the testimony of both parties and the documents filed into evidence by the landlord, I find that the tenant left the unit in a condition that required considerable cleaning and repair. Even though the landlord's photographic evidence is grainy and hard to read, based on the description written on each photograph, the receipts for costs incurred and the landlord's testimony, I find that the cost to repair damage to the rental unit is far greater than the landlord's monetary claim of \$1,000.00. Therefore I award the landlord his claim.

Since the landlord has proven his case, he is entitled to the recovery of the filing fee of \$100.00

Overall the landlord has established a claim of \$5,000.00 for unpaid rent, \$1,000.00 for repairs and \$100.00 for the filing fee for a total of \$6,100.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. 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 **\$6,100.00**.

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: July 23, 2019

Residential Tenancy Branch