



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

Some written arguments were submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$869.36 and a request to retain the full security deposit of \$462.50 towards the claim. The applicant is also requesting that the respondent bear the \$50.00 cost of the filing fee.

Background and Evidence

The applicant testified that:

- At the end of the tenancy there was still \$17.00 in rent outstanding.
- The tenants did not do a thorough job of cleaning the rental unit, she would rate the cleaning job as a 9 out of 10, and therefore further cleaning was required.
- The tenants also failed to have the carpets professionally cleaned at the end of the tenancy.
- At the end of the tenancy there was a broken mirror in the en suite bathroom, numerous light bulbs were burned out, and a drawer was broken in the kitchen. As a result repairs were required.

- The refrigerator, that had been new when the tenants moved in, had some broken dairy bars when the tenants moved out and as a result it had to be repaired.
- The tenants also failed to fully vacate the rental unit until six days after the end of the tenancy, and therefore the landlord is requesting rent for those six days.

The landlord is therefore requesting an order as follows:

Outstanding rent	\$17.00
Carpet cleaning	\$150.00
Six days rent for over holding	\$237.36
Repair damages	\$165.00
Replace bars in refrigerator	\$150.00
Filing fee	\$50.00
Total	\$919.36

The landlord is therefore requesting an order to keep the full security deposit towards this claim and that a monetary order be issued for the difference.

The tenant testified that:

- She is not aware of any rent being outstanding at the end of the tenancy.
- They left the rental unit spotless at the end of the tenancy, and even the landlord says it was a 9 out of 10.
- The carpets were left clean when they vacated, as they had been cleaned just one month prior.
- All of their items were moved out of the house by the first of the month, and the landlord gave them permission to store items in the garage. The items were removed from the garage by the sixth.
- They did not cause any damage in the rental unit, and any damages that did occur were the result of normal wear and tear.

The tenants therefore believe that the full claim should be dismissed in their security deposit returned.

Analysis

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

In this case the landlord has failed to supply any supporting evidence, and therefore it is just the landlord's word against that of the tenants, and that is not sufficient to meet the burden of proof.

The landlord admitted that she has not supplied any evidence in support of her claim, however she claims to have some evidence and requested an adjournment in order to supply that evidence; however I am not willing to grant an adjournment, as the landlord filed her application for dispute resolution on September 17, 2010, and therefore has had 4 months in which to supply supporting evidence.

Further with regards to the over holding, the tenants claim that the landlord gave them permission to store items in the garage, to which the landlord stated that she does not recall giving any permission. It is my decision that if the landlord is unable to recall giving permission, there is a possibility that she did and therefore I will not allow the claim for over holding.

The landlord has therefore, not established any of her claim.

Conclusion

This application is dismissed in full without leave to reapply, and have issued an order for the landlord to return the full security deposit of \$462.50, plus interest of \$16.37, for a total of \$478.87, to the tenants.

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: January 19, 2011.

Residential Tenancy Branch