



## **Dispute Resolution Services**

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

### **Decision**

**Dispute Codes:** MND MNSD FF

This hearing dealt with an application by the landlord for a monetary order for costs in addressing the damages and an order to retain a portion of the security deposit in satisfaction of the claim.

On November 1, 2006, the landlord collected a security deposit in the amount of \$400.00. The tenancy began on the same day. A monthly rent of \$932.00 is payable in advance on the first of each month. On November 5, 2008, the tenants moved out. On the same day, the tenant and the landlord conducted a move-out condition inspection and both signed a report.

The landlord is claiming these items in the rental unit to be damaged: 3 blinds, bi-fold door in both the bathroom and the upstairs hallway. The landlord submitted an invoice and an email, both dated November 13, from XYZ Property Services indicating the total charges for repairing the above-mentioned items to be \$191.65.

I note that the move-in inspection condition report dated October 2006 signed by the tenant indicates that all of the blinds were new when the tenant moved into the rental unit. During the hearing, the tenant did not dispute that the bi-fold doors were damaged. He described the damage as only a tiny crack. Based on

the above, I allow the landlord's claim for costs in addressing the damages for the amount of \$191.65.

Based on all of the above, I find that the landlord has established a claim for \$191.65 as costs in addressing the damages. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord to retain a total amount of \$241.65 from the security deposit and interest of \$412.25 and return the balance forthwith to the tenant.

Dated: December 19, 2008