

DECISION

Dispute Codes: MND, MNSD, FF

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

During the hearing, both the landlord and the tenant said that they did not serve each other with the documentary evidence they submitted to the Residential Tenancy Branch. I have therefore not accepted these documents as supporting evidence in this hearing. The only evidence I am relying on is the verbal testimony given by both parties during the hearing.

On April 1, 2006, the landlord collected a security deposit in the amount of \$375.00 from the tenant. The tenancy began on the same day. A monthly rent of \$830.00 was payable in advance on the first day of each month. The tenant moved out on February 15, 2009. No condition inspection was done at the time when the tenant moved in or moved out.

The landlord is seeking recovery of the following costs incurred in addressing the damages.

Broken Outside Light Cover

The landlord said that the unit was brand new when the tenant moved in and that the outside light cover was broken during the tenancy. The tenant did not dispute that the outside light cover was damaged. He maintained that someone had lived in the unit for a few months before him and that the outside light cover was already broken when he moved in. Based on the above, I find that the landlord has not proven that the outside light cover was broken during the

tenancy. I therefore dismiss the landlord's claim for the costs incurred in replacing the outside light cover.

Damaged Exterior Door and Door Frame

The landlord said that in June of 2008, she asked the tenant to move out. In July, when she was showing the unit to a prospective renter, she discovered the tenant's outside door and door frame to be damaged. At the time, the tenant told her that there was an attempted break-in but the thief was unable to gain entry into the unit and nothing was stolen. The landlord maintained that the tenant had wilfully damaged the door and door frame because he was angry with her giving him notice to move out. Two weeks after the discovery, the landlord reported the incident to the police. The police took her evidence and established a file number. The landlord said that the police did not attend the property because nothing was stolen.

The tenant said that in December of 2008, someone had tried to break into his unit thus causing the damages to the door and door frame. After 2 or 3 days, he told the landlord of the damages but the landlord said and did nothing.

No evidence was adduced to indicate that the landlord had reported to the police that the tenant had damaged the door and door frame wilfully. Rather, the police responded to her report by making reference to the fact that nothing was stolen. Based on the above, I find that the landlord has not proven that the tenant had damaged the door and the door frame. I therefore dismiss the landlord's claim for the costs incurred in repairing the door and the door frame.

Damaged Walls

The landlord said that the tenant had caused damages to the walls throughout the unit in form of holes, dents and scratches. The tenant admitted to causing some scratches and 4 small holes to the wall. *Residential Tenancy Policy*

Guideline #1 states that the tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, or screw or tape have been used and left wall damages. In this case, the tenant has admitted to causing some damages to the walls in the unit while the landlord has not proven the extent of such damages. Accordingly, I find that the tenant has caused some damages to the walls of the unit.

The landlord is seeking recovery of the costs incurred in repairing the walls in the amount of \$900.00. In view of my finding as stated above and the lack of documentary evidence with respect to such costs, I allow 20% of the claim which amounts to \$180.00.

Based on the above, I find that the landlord has established a total claim of \$180.00. The landlord is also entitled to recovery of the filing fee of \$50.00. I order the landlord to retain a total amount of \$230.00 from the security deposit and accrued interests of \$387.80 and return the balance of \$157.80 to the tenant.