



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for an order authorizing her to retain part of the security deposit and a cross-application by the tenant for an order for the return of the deposit. The tenant did not appear at the hearing. The landlord presented evidence showing that the tenant was served with the application for dispute resolution and notice of hearing by registered mail on October 15 and that the tenant refused the mail. The landlord sent the mail to the same address used by the tenant on the tenant's own application for dispute resolution. The tenant cannot avoid service by refusing to accept registered mail. I found that the tenant was properly served in accordance with the Act and the hearing proceeded in her absence.

### Issues(s) to be Decided

Is the landlord entitled to retain part of the security deposit.

### Background and Evidence

The landlord's undisputed testimony is as follows. The tenant paid a \$775.00 security deposit. The tenant vacated the rental unit on or about August 27, 2009. The landlord performed a cursory inspection of the unit and having found no apparent damage, wrote the tenant a cheque for the full amount of the security deposit. After the tenant left the unit the landlord was able to inspect more fully and discovered a large hole in the bathroom door which had been taped over and painted. The landlord stopped payment on the security deposit refund. On September 29 the landlord received the tenant's

forwarding address in writing requesting the return of the security deposit. The landlord filed her application for dispute resolution on October 14. The landlord provided invoices showing that she spent \$105.02 purchasing a new door and that she paid \$200.00 for installation of the door.

### Analysis

I accept the landlord's undisputed testimony and find that the tenant caused damage to the bathroom door. I find that the landlord is entitled to recover the cost of replacing the door and I award the landlord \$355.02 which represents the \$105.02 cost of the door, the \$200.00 installation fee and the \$50.00 filing fee paid to bring this application.

As the tenant did not appear at the hearing to advance her claim, the claim is dismissed.

### Conclusion

I order that the landlord retain \$355.02 from the security deposit in full satisfaction of her claim and order the landlord to return the balance of \$419.98 to the tenant forthwith. I grant the tenant an order under section 67 for the balance due of \$419.98. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Dated: February 08, 2010

---