



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes:** MND, MNSD; FF

### **Introduction**

This is the Landlord's application for a Monetary Order damage to the rental unit; to apply a portion of the security and pet damage deposits in satisfaction of its monetary claim; and to recover the cost of the filing fee from the Tenants.

The Landlord's agent gave affirmed testimony at the Hearing.

The Landlord's agent testified that the Notice of Hearing documents were mailed to the Tenant GB, via express post, to the Tenants' forwarding address on July 20, 2010. The Landlord provided a copy of the receipt and tracking number in evidence. The Landlord's agent testified that the Tenants provided their forwarding address with their Notice to end the tenancy.

Based on the affirmed testimony of the Landlord's agent and the documentary evidence provided by the Landlord, I am satisfied that the Tenant GB was duly served with the Notice of Hearing documents by registered mail. Service in this manner is deemed to be effected 5 days after mailing the documents. Despite being served with the Notice of Hearing documents, the Tenant GB did not sign into the teleconference and the Hearing proceeded in his absence.

### **Issues to be Decided**

- Is the Landlord entitled to a monetary award for damage to the rental unit?

**Background and Evidence**

The Landlord's agent gave the following testimony and evidence:

There was a written tenancy agreement between the parties, a copy of which was provided in evidence. The tenancy was a fixed term tenancy, starting May 1, 2010 and ending on April 30, 2011. Monthly rent was \$1,150.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$575.00 and a pet damage deposit in the amount of \$575.00 at the beginning of the tenancy.

The Tenants had difficulty complying with the requirement to leash their dog when coming and going from the rental unit. On May 5, 2010, the Tenants gave the Landlords written notice that they were ending the tenancy effective May 31, 2010. The Landlord agreed to end the term tenancy early and did not object to the short notice.

The Tenants did not attend for the move-out inspection. A copy of the Condition Inspection Report was entered in evidence. The Tenants damaged the walls in the rental unit and spilled paint on the brand new carpet. The Landlord seeks to recover the cost of repairing the holes in the wall, painting the wall and replacing the ruined carpet. The Landlord seeks a monetary award, calculated as follows:

Cost of repairing holes in wall	\$175.00
Cost of painting wall (4 hours @\$27.00 per hour)	\$108.00
Cost of replacing carpet	\$500.00
TOTAL	\$783.00

The Landlord's agent testified that the Tenants paid a \$50.00 deposit for their remote control, which was returned to the Landlord.

**Analysis**

The Landlord provided copies of invoices for the cost of the repair to the walls and carpets. Based on the undisputed testimony and documentary evidence of the

Landlord's agent, the Landlord has established a monetary award of \$783.00 for damages.

The Landlord has been successful in its application and is entitled to recover the cost of the filing fee from the Tenant GB. The total monetary award for the Landlord is \$833.00.

Pursuant to the provisions of Section 72 of the Act, the Landlord may apply a portion of the security and pet damage deposit in satisfaction of its monetary award. The balance of the security deposit in the amount of \$317.00, together with the refund of \$50.00 for the returned remote control, must be returned to the Tenants within 15 days of receipt of this Decision.

### **Conclusion**

The Landlord may retain the amount of \$833.00 from the Tenants' security and pet damage deposit. The residue of the deposits in the amount of \$317.00 and the refund of the Tenants' remote control deposit must be returned to the Tenants within 15 days of receipt of this Decision.

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: October 28, 2010.

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