



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for \$800.00 to cover the costs of repairs and \$50.00 for the filing fee. The landlord also applied to retain the security deposit in satisfaction of his claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a claim for costs incurred to repair the rental unit and for the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on December 01, 2009 and ended September 31, 2010. The rent was \$1,600.00 due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$800.00. A move in inspection was conducted and some scratches to the wood floor near the fire place were recorded on the inspection report.

The tenant stated that she returned the keys to the rental unit on September 30, 2010 and returned a few days later at the request of the landlord to view photographs of the condition of the unit. The landlord had conducted the move out inspection in the absence of the tenant.

The tenant did not agree with the condition of the unit as depicted in the photographs but did not return to the unit to discuss the damage with the landlord.

The landlord has filed evidence consisting of photographs showing damage to the floors, closet, toilet and mouldings. He has also filed estimates for the cost of repair. The estimates plus a water bill total \$2,166.12 but the landlord is claiming \$800.00 which is the amount of the security deposit.

The landlord's claim is as follows:

1.	Refinish hard wood floor	\$1,400.00
3	Mount mirror above fireplace	\$70.00
4.	Water bill	\$236.07
5.	Paint and install closet door	\$100.00
6.	Replace toilet seat	\$44.00
7.	Paint damaged walls	\$100.00
8.	Shower curtain	\$18.00
	Total	\$2,166.12

The tenant did not dispute the landlord's claim for the water bill.

Analysis

The landlord provided four photographs that show that the wooden floor was damaged. The move in report states that one area near the fire place was scratched. The landlord stated that the floor was fairly new and was in good condition at the start of the tenancy. Based on the photographs and the move in inspection report, I find that the tenant did cause some damage to the wooden flooring.

The tenant agreed that he had not cleaned the blinds and had not reinstalled the mirror above the fireplace. The tenant also agreed that the closet door was damaged and that the toilet seat was removed from the toilet.

Based on the documentary evidence and the verbal testimony, I find that the tenant did cause damage to the unit and the cost of fixing the damage exceeds the amount of the security deposit.

The landlord has applied to keep the security deposit of \$800.00 in full satisfaction of his claim. I find that the landlord has proven his claim and is therefore also entitled to the filing fee of \$50.00. Overall, the landlord has established a claim for the amount of \$850.00.

I order that the landlord retain the security deposit of \$800.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$50.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$50.00**.

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: February 17, 2011.

Residential Tenancy Branch