



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for damage in the rental unit and an order to retain the security deposit in partial satisfaction of the claim. The landlord participated in the conference call hearing but the tenant did not. The landlord presented evidence that the tenant was served with the application for dispute resolution and notice of hearing by registered mail on February 11, 2011. I found that the tenant had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to a monetary order for damages in the rental unit?

Background and Evidence

The tenancy began on or about May 1, 2010 and ended January 31, 2011. Rent in the amount of \$1500.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$750.00. The landlord provided some documentary evidence that the tenant damaged the hardwood floors in the rental unit by wearing "stilettto heels" in the unit. The landlord stated that the floors are a "100 year old fir hardwood and was restored". A move in and move out inspection report was done. The landlord stated that it would cost \$1800.00 to repair the floors. The landlord rented the suite for February 1, 2011 and did not have the time to repair the floors. He said it would take 3-4 days to do this. The landlord also

provided documentary evidence of other damage to the bathroom walls, bathtub and mirror that was from neglect and not wear and tear.

Analysis

I accept the landlord's undisputed testimony. I am satisfied that the landlord has proven that the tenants caused the damage to the rental unit and is entitled to some compensation. In the landlord's own testimony he stated that he would be satisfied with the security deposit and filing fee. The landlord is not entitled to any monies above that for damages to the rental unit, as they stated in their documentary evidence "will be fixed at a time more convenient to the current tenant". The landlord has satisfied me that \$750.00 is the appropriate amount of compensation for damages to the rental unit.

As for the monetary order, I find that the landlord has established a claim for \$750.00. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$750.00 deposit in satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$50.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$50.00. The landlord may retain the security deposit.

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: April 01, 2011.

Residential Tenancy Branch