



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes FF MND MNDC MNSD

Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for damage to the rental unit, and to keep the security deposit ; and to recover the filing fee associated with this application.

The landlord's property manager participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenants by way of registered mail sent on December 15th, 2010. The tenants did not participate and the hearing proceeded in the tenants' absence.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a townhouse. Pursuant to a written agreement, the month to month tenancy started on December 1st, 2009 and ended on November 30th, 2010. The rent of \$1400.00 was payable on the first of each month, and the tenants paid a security deposit of \$700.00.

Condition inspection reports were completed at the start and the end of the tenancy.

In her documentary evidence, the property manager provided estimates for the following:

- Replace the garage door: \$ 649.60
- Replace vinyl post: \$ 280.00

The landlord also produced receipts for the following work performed:

- Professional carpet cleaning: \$ 180.00
- Cleaning the rental unit: \$ 168.00
- Interior repairs: \$ 156.69

The property manager testified that the damage to the garage door was caused with the tenants' car, and that it occurred sometime in September 2010 during a wedding party. She provided 6 photographs showing the condition of the door and damage to the tenants' left and right front bumper of their car. She also submitted 13 other photographs of the rental unit to support her claim for repairs and cleaning costs.

Analysis

I accept the property manager's undisputed testimony that she served the tenants with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenants knew, or ought to have had knowledge of the date scheduled for this hearing.

Section 32 (3) of the *Residential Tenancy Act* provides in part that a tenant must repair damage to the rental unit that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Section 37 of the Act also provides in part that upon vacating a rental unit, the tenant must leave the unit reasonably clean and undamaged, except for reasonable wear and tear.

Based on the available evidence, I find on a balance of probabilities that the damages to the rental unit were caused by the tenants and that they contravened the above noted sections. Accordingly, I find that the landlord is entitled to a monetary order as claimed by the property manager.

Conclusion

The landlord established a claim of \$1434.29. Since the landlord was successful, I award the landlord recovery of the \$50.00 filing fee for a monetary order totalling \$1484.29. I authorize the landlord to keep the tenants' \$700.00 security deposit and pursuant to Section 67 of the Act, I grant the landlord a monetary order for a balance of \$784.29.

This Order may be registered in the Small Claims Court and enforced as an order of that Court.

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 20, 2011.

Residential Tenancy Branch