



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damage to the unit, to keep all or part of the security deposit and recovery of the filing fee.

The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by registered mail. I found that the tenants 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.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This fixed term tenancy began February 1, 2011 with monthly rent of \$1350.00 and the tenants paid a security deposit of \$625.00. The landlord stated that the tenant did not pay the \$625.00 pet damage deposit.

On April 13, 2011 the landlord and tenants signed a Mutual Agreement to End Tenancy with an effective end tenancy date of May 13, 2011. This agreement also notes that the tenants will not be required to pay the April 2011 rent.

The landlord testified that a move-out inspection was conducted with the tenant on June 3, 2011. The landlord stated that during the inspection the tenant became very agitated and the RCMP had to be called to attend during the remainder of the move-out inspection.

The landlord has noted on the signed tenancy agreement, damage to the roller track of a pocket door and the door frame on the exterior door that leads to the carport which appears to have been damaged by forcible entry.

The landlord in this application is seeking \$705.20 compensation for the cost of repairs to the pocket door and exterior door.

Analysis

Based on the documentary evidence and undisputed testimony of the landlord, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to a monetary order for damage to the rental unit.

The repair costs that the landlord is claiming is in reference to damage noted during the move-out inspection that was completed with the tenant and the tenant has acknowledged this damage on the signed move-out condition inspection report.

Accordingly I find that the landlord is entitled to a monetary order for \$705.20.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$705.20 in damage to the rental unit. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$625.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$130.20**.

If the amount is not paid by the tenants, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: September 13, 2011.

Residential Tenancy Branch