



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Landlord to retain the Tenant's security deposit and pet deposit and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on March 19, 2012. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issues(s) to be Decided

1. Are there damages to the unit and if so how much?
2. Is the Landlord entitled to compensation for any damage and if so how much?
3. Is the Landlord entitled to keep the Tenant's security deposit and pet deposit?

Background and Evidence

This tenancy started on November 1, 2009 as a fixed term tenancy with an expiry date of October 31, 2010 and then renewed on a month to month basis. Rent was \$1,300.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$650.00 and a pet deposit of \$650.00 in October of 2009. The Landlord said the Tenant moved out of the rental unit on February 28, 2012 and gave the Landlord a forwarding address on March 3, 2012. The Landlord submitted a condition inspection report dated October 30, 2009 for the move in inspection and February 28, 2012 for the move out inspection. The report is signed by both the Landlord and the Tenant for both move in and move out inspections.

The Landlord said that the Tenant damaged the rental unit and the Landlord spent \$1,232.00 to repair it. The repairs included the replacement of the base boards as the Landlord said the Tenant's pet had chewed the corners of the baseboards and as a result the baseboards had to be replaced. The Tenant indicates on the move out condition inspection report that the baseboards were damaged when she moved into the rental unit and that she did not agree with the damages indicated on the move out condition inspection report.

The Landlord continued to say the Tenant also damaged the walls with screw holes so that the Landlord had to patch and repaint parts of the rental unit. In addition the Landlord said the bottom of the office door frame was damaged and they had to paint the full door frame after it was repaired. The Landlord said his total claim is for \$1,100.00 plus \$132.00 (HST) making a total damage claim of \$1,232.00.

In addition the Landlord requested to recover from the Tenant the filing fee for this proceeding of \$50.00 which he has already paid.

Analysis

For a monetary claim for damage to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they tried to mitigate or minimized the loss.

The Landlord has submitted a condition inspection report that he says establishes damage to the baseboards and to the walls of the rental unit. The Landlord says the damage was significant enough that he had to hire a contractor to replace the baseboards and to paint parts of the rental unit. The Landlord submitted an email quote to do the work and the Landlord said the work has now been completed. The Landlord did not send a copy of the paid bill for the completed work, although he was given the opportunity to fax it to the DRO after the hearing. As the Landlord has not provided verification of the claim, by providing paid receipts for the repairs he is claiming, I find the Landlord has not established grounds to prove the loss exists and he has not verified the amount of the loss. In addition the Landlord has not provided any corroborating evidence like photographs that would show the extent of the damage or if the damage was just wear and tear as the Tenant indicated on the move out condition inspection report. Consequently, I find the Landlord has not established grounds to prove his claim for damage to the rental unit and I dismiss the Landlord's application for damage to the rental unit in the amount of \$1,232.00. In addition the Landlord is required to handle the Tenants security deposit and pet deposit as prescribed in the Act.

As the Landlord has not been successful in this matter, I order the Landlord to bear the cost of \$50.00 for the filing fee for this proceeding, which he has already paid.

Conclusion

I dismiss the Landlord's application without leave to reapply.

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*.

Residential Tenancy Branch