



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was convened in response to joint applications filed by the landlord and the tenant. The landlord's application filed March 14, 2012 seeks:

1. A monetary Order for compensation for damage and loss;
2. An Order to be allowed to retain the security deposit; and
3. Recovery of the filing fee paid for this application.

The tenant's application filed March 20, 2012 seeks:

1. Return of the security deposit; and
2. Recovery of the filing fee paid for this application.

The tenant did not appear at the hearing. His application is therefore dismissed.

The landlord testified that he served the tenant with the application for dispute resolution hearing package by way of registered mail which was returned as unclaimed. I am therefore satisfied that the tenant has been duly deemed served with notice of this hearing.

The landlord gave evidence under oath.

Issue(s) to be Decided

Has the landlord met the burden of proving his claims?

Background and Evidence

The landlord testified that at the start of this tenancy in March of 2011 the tenant paid a security deposit of \$1,375.00. The landlord testified that this tenancy ended at the end of February 2012. The landlord produced a condition inspection report noting that there

were some damages and lack of cleaning at the end of the tenancy. It is also noted that the tenant did not agree with the report.

The landlord says the tenant drilled holes into the garage foundation to mount a bike rack. The drilling compromised the damp proofing and had to be repaired at a cost of \$330.40. The landlord says further that there were stains on the cedar wood deck from the BBQ, that the trim and soffit were damaged and that there were damages as detailed on the move-out inspection which resulted in \$896.00 in repairs and \$221.00 in cleaning. The landlord provided invoices for the tasks performed.

Based on the undisputed evidence of the landlord I find that he is entitled to recover the costs he has incurred. I will therefore grant the landlord a monetary award in the sum of \$1,447.40. The landlord holds a security deposit in the sum of \$1,375.00 and I will allow him to retain that sum in partial satisfaction of this award.

As the landlord has been successful in his claim I will also allow the landlord to recover the filing fee paid for this application.

Monetary award	\$1,447.40
Less security deposit	-1,375.00
Total Monetary Award	\$122.40

Conclusion

The landlord is provided with a formal copy of an Order of Possession. This is a final and binding Order enforceable as any other Order of the Supreme Court of British Columbia.

The landlord is provided with a formal copy of an Order for the total monetary award as set out above. This is a final and binding Order enforceable as any other Order of the Provincial Court of British Columbia.

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: May 14, 2012.

Residential Tenancy Branch