



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of repairs to the rental unit and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing, the landlord informed me that he had not received the tenant's evidence. The tenant had mailed the evidence on June 11 just two days prior to the hearing. Since the landlord had not received the tenant's evidence, it was not used in the making of this decision.

Issues to be decided

Has the landlord established a claim against the security deposit and if so in what amount? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started in October 2010 for a fixed term of one year. At the end of the term, the tenant's roommate moved out and the tenant entered into another fixed term tenancy agreement. At the start of both tenancies inspection reports were completed. Both reports show no damage to the walls and doors that are the subject of this hearing. The monthly rent was \$825.00. Prior to moving in, the tenant paid a security deposit of \$412.50.

The tenant stated that a move out inspection was conducted but a report was not completed. The landlord stated that during the move out inspection, every time he pointed out some damage, the tenant would refer to other problems in the suite. The discussion got heated and the landlord asked the tenant to leave. The tenant stated that since an inspection report was not completed the landlord's right to make a claim against the security deposit was extinguished.

The landlord is claiming the cost of repairs to two doors and a wall. He filed photographs of the damage and receipts for supplies used in the repairs.

Front Door Jamb - \$55.00

The tenant stated that the front door frame was damaged by the temperature changes and was not a result of someone kicking it in. The photograph shows severe damage to the door frame. The landlord is claiming \$5.00 for a replacement wood strip and \$50.00 for the cost of labour to cut holes in the new strip and remove and replace the damaged strip. The landlord filed a receipt for the cost of the wood strip.

Bedroom door - \$181.51

The landlord filed photographs of a bedroom door that was damaged at the handle and in the middle of the door. The tenant stated that the door was defective and on one occasion at 3am, it locked itself leaving him without access to the bedroom. He made several attempts to jimmy it open and then eventually used force to do so which resulted in the damage. The landlord is claiming \$94.01 for materials and \$87.50 for the cost of labour to replace the door. The landlord filed receipts for the cost of materials.

Repair to area of wall mounted TV - \$12.50

The landlord filed photographs of the damage caused to the wall from the tenant's wall mounted TV. The tenant stated that he had filled the holes and repaired the damage, but the landlord found it not up to his standards. The landlord is claiming \$12.50 to fix the damage.

Analysis

Based on the landlord's evidence and testimony of both parties, I find that when the tenant moved into the rental unit, the walls and doors referenced in this decision were without damage. I further find that the damage to these walls and doors were not a result of normal wear and tear. Accordingly I find that the tenant is responsible for the cost of repairs. Even though a move out inspection report was not completed and the landlord's right to make a claim against the security deposit is extinguished, the landlord is entitled to the cost of fixing damage caused by the tenant.

I find that the landlord has provided adequate evidence to support his claim and is therefore entitled to \$249.01 for the cost of repairs. Since the landlord has proven his case, he is also entitled to the recovery of the filing fee of \$50.00.

I will use the offsetting provisions of section 72 of the *Act* to allow the landlord to retain \$299.01 from the security deposit.

Conclusion

I hereby order that the landlord retain \$299.01 from the security deposit and return the balance of \$113.49 to the tenant within 15 days of receiving this decision.

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: June 13, 2012.

Residential Tenancy Branch