

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit – Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on September 1, 2010 and ended on April 30, 2012. A move-in inspection was conducted by the Parties on August 30, 2010 and a move-out inspection was conducted by the Parties on April 30, 2012.

The Landlord states that the Tenant left the unit with wear and damage to several doorframes and baseboards in the unit. The Landlord states that he was unable to get a quote for repairs from the original contractor as the contractor advised that this type of work was not done by the contractor. The Landlord states that the contractor told the Landlord that the affected areas would need stripping, patching and staining. The Landlord states that he just today received a quote for \$949.76 for the repairs. This quote was not provided to the Tenant in advance of the Hearing.

The Tenant states that some marks were present at move-in but that the inspection was done within 10 minutes and there was no opportunity to carefully inspect the unit. The

Tenant states that he does not know how the marks came on the frames and baseboards but thinks perhaps their regular cleaner may have caused the marks by over cleaning. The Tenant states that at move-out the Landlord told the Tenant that the cost would be approximately \$200.00. The Tenant states that the amount being claimed by the Landlord is excessive.

Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Given the lack of an invoice or bill on the costs being claimed by the Landlord and considering the Tenant's objection to the quote provided at the hearing, I find that the Landlord has failed to substantiate, on a balance of probabilities, the costs for repairs to the unit. I therefore dismiss the Landlord's application. I order the Landlord to return the security deposit to the Tenant. I strongly caution the Landlord to ensure that the security deposit is returned in full and with any interest that may have accrued as the Tenant may otherwise be at liberty to make an application for such return and the cost of the filing fee may be payable by the Landlord.

Conclusion

The Landlord's application is dismissed.

I Order the Landlord to return the security deposit plus any interest accrued to the Tenant forthwith.

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: July 25, 2012.

Residential Tenancy Branch