



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MND, 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.

### Preliminary Matter

During the Hearing, the Parties agreed that the dispute address required change to indicate that the unit was the upper unit at the dispute address and consented to an amendment of the application to correct the dispute address. Given the agreement of the Parties, I amend the application to correctly identify the unit at the dispute address.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The following are undisputed facts: The tenancy started sometime in 2003 and the Tenant provided notice to end the tenancy for June 30, 2012. The Tenant returned the keys and June rent to the Landlord mid-June 2012. At the onset of the tenancy, the Landlord collected \$750.00 as a security deposit and an additional \$300.00 in October

2008. The Parties mutually conducted a move-in inspection. The Tenant failed to respond to the Landlord's request for a move-out inspection following several attempts by the Landlord to contact the Tenant and arrange for an inspection date and time.

The Landlord states that the Tenant failed to clean the unit at move-out and damaged the unit during the tenancy. The Landlord claims a global amount of \$1,900.00 for repairs, replacement, cleaning and junk removal. The Landlord has not supplied any estimates, bills or receipts for the costs claimed.

The Tenant does not dispute that the Landlord is entitled to \$50.00 for the removal of the junk and \$40.00 for the replacement of a bi-fold door. The Tenant disputes all other damages and states that the amounts claimed are 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. Based on the Tenant's evidence of damage and costs in relation to the junk and the billfold door, I find that the Landlord has substantiated a monetary entitlement of **\$90.00**. As the Landlord did not supply an evidence of the costs for the repairs being claimed and considering the Tenant's dispute of those damages and costs, I find that the Landlord has not, on a balance of probabilities, established the costs being claimed and I dismiss this part of the Landlord's application. As the Landlord has been only partially successful, I find that the Landlord is entitled to recover half the \$50.00 filing fee for a total entitlement of **\$115.00 (\$90.00 + 25.00)**.

Given that the Landlord collected \$750.00 as a security deposit in 2003 and an additional \$300.00 in October 2008, I find that the total interest payable on the total security deposit of \$1,050.00 is **\$27.67** calculated as follows:

- \$26.54 interest payable on \$750.00 from January 2003 to present; plus
- \$1.13 interest payable on 300.00 from October 2008 to present.

I order the Landlord to retain **\$115.00** from the security deposit and interest of **\$1,077.67** (\$1,050.00 + 27.67) and to forthwith return the remaining amount of **\$962.67** to the Tenant.

Conclusion

**I order** that the Landlord retain **\$115.00** from the **deposit** and interest of **\$1,077.67** in full satisfaction of the claim and I grant the Tenant an order under Section 67 of the Act for the remaining amount of **\$962.67**. If necessary, this order may be filed in the Small Claims Court 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: August 28, 2012.

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Residential Tenancy Branch