



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD

Introduction

This matter dealt with an application by the Landlord for compensation for repair expenses and to keep the Tenant's security deposit in full satisfaction of that amount.

The Landlord said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on August 10, 2012. According to the Canada Post online tracking system, the Tenant received this mail on August 13, 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.

Issue(s) to be Decided

1. Is the Landlord entitled to compensation for repairs to the rental unit?
2. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This month-to-month tenancy started on September 15, 2011 and ended on April 30, 2012 when the Tenant moved out. Rent was \$1,050.00 per month plus utilities. The Tenant paid a security deposit of \$525.00 at the beginning of the tenancy.

The Landlord completed a condition inspection report with the Tenant at the beginning of the tenancy and again on May 9, 2012 after the tenancy ended. The Landlord said she also took photographs of the rental unit on May 9, 2012 after the move out inspection.

The Landlord said that with the exception of 2 rooms in the rental unit, it was newly painted and had new laminate flooring at the beginning of the tenancy. The Landlord said at the end of the tenancy, there was nail polish all over bathroom fixtures and damage to many of the walls and doors. In particular, the Landlord said there were marks made by a permanent marker, stickers, holes cut to run cable wire and gouges in the drywall. As a result, the Landlord said many of the walls had to be repaired and all of them had to be repainted at a cost to her of \$600.00.

Analysis

Section 37 of the Act says that at the end of the tenancy, a Tenant must leave a rental unit reasonably clean and undamaged except for reasonable wear and tear. Based on the evidence of the Landlord and in the absence of any evidence from the Tenant to the contrary, I find that the Tenant caused damages to the walls and doors in the rental unit. As a result of this damage, I find that the Landlord is entitled to recover her reasonable expenses for repairs of \$600.00 plus the \$50.00 filing fee for this proceeding.

However, Landlord said she is willing to limit her claim to the amount of the security deposit. Consequently, I Order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit of \$525.00 in full satisfaction of the monetary award in this matter.

Conclusion

The Landlord's application is granted. 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: October 18, 2012.

Residential Tenancy Branch