



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. On November 11, 2012 the landlord served the tenant with the application for dispute resolution and notice of hearing by registered mail to the forwarding address provided by the tenant. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I find that the tenant is deemed served with notice of the hearing on November 16, 2012.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on June 1, 2012. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$350. On June 24, 2012, the landlord and the tenant carried out a move-in inspection and completed a condition inspection report. The tenancy ended on October 30, 2012.

The tenant left extensive damage in the rental unit at the end of the tenancy. The landlord purchased supplies totalling \$56.33, and did 10 hours of work to carry out repairs. The landlord submitted photographs of the damage to the rental unit. The landlord claimed for the cost of the supplies as well as \$250 for her labour to do the necessary repairs. The landlord also claimed \$12.54 for mailing costs to mail the tenant the hearing package.

Analysis

Based on the undisputed evidence, I find that the landlord is entitled to all of her claim except the mailing costs. The only cost associated with the hearing process that is normally recoverable is the filing fee for the cost of the application.

As the landlord's claim was mostly successful, she is entitled to recovery of the \$50 filing fee for the cost of her application.

Conclusion

The landlord is entitled to \$356.33. I order that the landlord retain the security deposit of \$350 in full satisfaction of the claim. I decline to grant the landlord a monetary order for the nominal balance of \$6.33.

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: February 14, 2013

Residential Tenancy Branch

