



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      MND, MNSD, MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. A monetary order pursuant to Section 67;
2. An Order allowing the landlord to keep a portion of the security deposit; and
3. An Order to recover the filing fee pursuant to Section 72.

Both parties appeared at the hearing of this matter and gave evidence under oath.

### **Background**

This tenancy began on June 15, 2011 and the tenants vacated the rental unit on or about January 28, 2013. Rent was fixed at \$1,300.00 per month and the tenant paid a security deposit of \$650.00 at the start of the tenancy.

The landlord testified that the tenant removed a shed/storage unit that was located on or near the back porch. The landlord testified that the tenant did not obtain her permission to remove the shed. The landlord states that she did not notice the shed had been removed until she moved back into the rental unit herself on February 8, 2013. The landlord submits that she was unable to obtain a written replacement cost estimate in time to submit it in evidence for this hearing. The landlord says she has now obtained an estimate that it will cost \$824.00 in materials and labour to replace the shed.

The tenant admits removing the shed. The tenant admits he did not get permission to remove the shed. However, the tenant submits that the landlord's husband attended the rental unit in October to make some repairs to a glass sliding door at which time it was apparent that the shed had been removed although the landlord's husband made no comment about it.

The tenant offered to allow the landlord to retain half of his deposit (\$325.00) in full and final satisfaction of this matter.

The landlord would not accept this settlement saying that it will cost far in excess of \$325.00 to replace the shed.

### **Analysis**

The landlord has brought this claim and bears the burden of proving her claim that the tenant caused the damage or loss and the value of that loss. There is no dispute between the parties that the tenant removed the shed without the landlord's approval. However, they do not agree on the cost of replacing the shed. While the landlord says she has an estimate in the sum of \$824.00 that estimate was not obtained in time to be submitted into evidence. The tenant has offered \$325.00 and I find this to be fair in the circumstances.

I direct the landlord to deduct \$325.00 from the \$650.00 security deposit she holds and return the balance of \$325.00 to the tenant forthwith.

As it appears apparent that matter may have been settled between the parties through discussion rendering this hearing unnecessary, I decline to award recovery of the filing fee to the landlord.

### **Conclusion**

The tenant is provided with a formal Order for the balance of the security deposit. This is a final and binding Order. The landlord must be served with a copy of the Order and if the landlord does not pay the sum of \$325.00 to the tenant forthwith the tenant may enforce this Order as any Order of the Provincial Court of British Columbia.

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: May 07, 2013

---

Residential Tenancy Branch

