



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **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. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### **Issue to be Decided**

Is the landlord entitled to a monetary order as claimed?

### **Background, Evidence and Analysis**

The tenancy began on December 1, 2013 and ended on August 31, 2013. The tenants were obligated to pay \$950.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$400.00 security deposit.

I address the landlord's claims and my findings around each as follows.

**First Claim** – The landlord is seeking \$640.00 for damage to two interior doors and \$100.00 for cleaning the unit. The tenant stated she was not given a copy of the condition inspection report until the landlord filed for arbitration. The tenant stated that the report was filled out poorly and that it didn't reflect the condition of the "old dirty" unit accurately.

The tenant stated that the landlord had only given her pages 1 and 2 of the 4 page document. Page 3 of the inspection reflects that the tenant agreed to relinquish her \$400.00 security deposit plus an additional \$100.00 yet the box above that one states the tenant "do not agree that this report fairly represents the condition of the rental unit for the following reasons".

The tenant stated that the landlord did not provide a copy of the condition inspection report to her at move out and denies agreeing to any deductions. The landlord was not

able to sufficiently support the claim for cleaning costs. Based on the above and the inconsistencies in the landlords evidence and documentation I dismiss the claim for \$100.00 cleaning.

The tenant acknowledged that the father of her child did in fact damage two doors in the unit. The tenant stated that he had already made partial payments towards the landlord in the amount of \$252.00. The landlord stated the estimates received to replace the doors were for \$952.00. The tenant stated that the estimates were for the doors and installation by a professional and that the landlord conducted the install himself. The landlord did not provide a receipt reflecting the actual costs incurred for this claim. Based on the tenants acknowledgement, as well as the landlord conceding the estimate was for installation by a professional; I find the appropriate amount the landlord is entitled to is an additional \$350.00 for the replacement of the doors.

The landlord is entitled to the recovery of the \$50.00 filing fee.

The landlord may retain the deposit in full satisfaction of their claim.

#### Conclusion

The landlord is entitled to retain the security deposit.

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: November 18, 2013

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Residential Tenancy Branch

