



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding AL c/o Allie Lau Realty Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit – Section 67;
2. An Order to retain the security deposit - Section 38;
3. A Monetary Order for compensation – Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail on September 6, 2013 in accordance with Section 89 of the Act. The Tenant did not attend the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### 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 tenancy started on September 1, 2012 and ended on August 31, 2013. Rent of \$1,650.00 was payable monthly and at the outset of the tenancy the Landlord collected \$825.00 as a security deposit.

The Landlord states that the Tenant left the unit damaged and claims as follows:

- \$63.00 for the cost to replace a pop-up drain stopper. No photo of this item was provided;
- \$252.00 for the cost to patch and touch up chips and a small hole on the living room wall. No photo that could be identified as this damaged wall was provided;
- \$168.00 for the cost of painting a den door and a bedroom door that was left with scrape marks that could not be removed. A photo of one door was provided;
- \$493.50 for the cost to replace the bathroom sink that was left with stains that could not be removed by cleaning. The sink is three years old. Photos of the sink were provided; and
- \$50.00 for the cost of a parking pass. The Landlord states that this is the amount charged by the Strata. No invoice was provided.

The Landlord states that the above costs are based on a quotation obtained from one company and no other quotations were obtained. The Parties mutually conducted both a move-in and move-out inspection and a copy of those inspection reports was provided by the Landlord. The Tenant provided its forwarding address in writing on the move-out report.

### 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. Given the undisputed evidence of the Landlord I find that the Landlord has substantiated that the Tenant left the unit with damages. However as the Landlord provided only one quotation for the costs claimed and considering that some of the quotations appear to be excessive in comparison to the damages shown where photos are available, I find

that the Landlord failed to take reasonable steps to mitigate the amount claimed. I also consider that while the sink has been left aesthetically damaged there has been no damage to the use of the sink as a sink and that the claim for its replacement is unwarranted. There are no photos to support the amount claimed for the repairs to the one wall. There is no photo of a stopper and without additional evidence to support a claimed of \$63.00 for a stopper, I find this to be excessive. I find therefore that the Landlord has failed to substantiate that the amounts claimed are clearly and obviously justified. It is clear however that the Landlord has established that the Tenant caused some damage to a door that would require patching and touch up painting and has lost some value due to the stain on the sink. I find therefore that the Landlord has substantiated an entitlement to a nominal amount of **\$200.00**. As no receipt or bill was provided for the cost of a parking pass, I dismiss this claim. I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$250.00**. Deducting the entitlement from the security deposit of **\$825.00** plus zero interest leaves **\$575.00** owed to the Tenants from the Landlord.

### Conclusion

I Order the Landlord to retain the amount of \$250.00 from the security deposit plus interest in the amount of \$825.00 in full satisfaction of the claim. I grant the Tenant an order under Section 67 of the Act for the amount of **\$575.00**. 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: December 20, 2013

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Residential Tenancy Branch