



# 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 damage to the unit, site or property and to retain the Tenant's security deposit.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on October 28, 2013. 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.

### Issues(s) to be Decided

1. Is there damage to the unit, site or property and if so how much?
2. Is the Landlord entitled to compensation for damage and if so how much?
3. Is the Landlord entitled to retain the Tenant's security deposit?

### Background and Evidence

This tenancy started on October 12, 2012 as a month to month tenancy. Rent was \$1,500.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$500.00 and a pet deposit of \$500.00 in advance of the tenancy. The Landlord said the tenancy ended on July 31, 2013.

The Landlord said a move in condition inspection report was completed by the previous owner of the property on October 14, 2011 and the Landlord completed a move out condition inspection report on August 2, 2013. The Landlord said that during the move out inspection things became heated between the Landlord and the Tenant and as a result the Tenant did not agree to the condition inspection and did not sign the report. The Landlord said the Tenant did not give him a written forwarding address but the Landlord found what he thought is the Tenant's new address from some other paper work.

The Landlord continued to say that his claim is for damage to the unit in the amount of \$3,000.00. The Landlord said this is an estimate of the costs to repair the rental unit from damage caused by the Tenant. The Landlord said the work has not been completed as of yet.

The Arbitrator said that he is not disputing that there may be damage to the unit, but any award must be based on actual costs to repair damage not based on estimates. As well an applicant is responsible to provide receipts to prove the damage or loss actually exists.

The Landlord said he understood that the repairs and work had to be completed and paid for to be successful in receiving a monetary order. The Landlord said he would reapply after the work has been completed.

### Analysis

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

In this situation the Landlord has itemized the damage to the rental unit and has estimated the cost to repair the damage but the Landlord said the repairs have not been completed so he does not have an actual loss proven at this time. Consequently I dismiss the Landlord's application with leave to reapply.

### Conclusion

The Landlord's application is dismissed with leave to reapply.

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 05, 2014

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Residential Tenancy Branch