



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JHJ Property Solutions Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This is an application filed by the landlord for a monetary order for damage to the unit, site or property, to keep all or part of the security and pet damage deposits and recovery of the filing fee.

The landlord attended the hearing by conference call and gave undisputed testimony. The tenant did not attend or submit any documentary evidence. The landlord states that the tenant was served with the notice of hearing package and the submitted documentary evidence by Canada Post Registered Mail on February 13, 2014. The landlord has provided in his direct testimony the Canada Post Registered Mail Tracking number as confirmation. I accept the undisputed testimony of the landlord and find that that both parties have been properly served with the notice of hearing package and the submitted documentary evidence.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order?

Is the landlord entitled to retain the security and pet damage deposits?

### Background and Evidence

The landlord states that this tenancy began on July 24, 2012 and ended on January 30, 2014. The landlord states that there was a signed tenancy agreement, but did not provide a copy for the hearing. The landlord states that the tenant's forwarding address was provided from the tenant as a result of a prior dispute resolution hearing package

where there was a dispute to end the tenancy. The landlord stated in his evidence that he currently possesses a combined security and pet damage deposits totalling, \$1,600.00.

The landlord seeks a monetary order for \$1,546.58. This consists of estimated costs of \$200.00 for filling holes and clean up, \$55.00 for replacing an outdoor light, \$60.00 for drywall repairs, \$255.00 to replace an interior door, \$30.00 to sand and finish the master bedroom door, \$100.00 to replace a damaged cupboard door, \$100.00 to repair moisture damage on kitchen counter, \$199.58 for unpaid utilities for December 4, 2013 to January 2, 2014, \$55.00 to repair a side steel door, \$55.00 to replace a screen door, \$12.00 to replace a toilet seat, \$50.00 to clean an oven, \$300.00 to clean and dispose of leftover garbage and debris by tenant and \$75.00 for damage to fridge door. The landlord relies on photographs and landlord's own, "Settlement Charges Guide", a completed condition inspection report for the move-in dated July 24, 2012 and a completed condition inspection report for the move-out dated January 30, 2014.

The landlord states that although he failed to provide any invoices or receipts for the hearing, he does possess them for the claims made and that the total claim failed is less than the costs of damages.

### Analysis

On a balance of probabilities, I find based upon the landlord's undisputed evidence that the landlord has established a claim that the tenant caused damage to the rental as per the photographs, completed condition inspection reports for the move-in and the move-out.

Although the landlord has failed to provide copies of any invoices/receipts for the cost of damages, I find on a balance of probabilities based upon the landlord's "Settlement Charges Guide" which he states are estimated charges that the costs being claimed are reasonable in the circumstances based upon the evidence provided. On this basis, I find that the landlord has established a claim of \$1,546.58. The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$1,596.58 from the combined \$1,600.00 security and pet damage deposits in satisfaction of the claim. I order that the landlord return the remaining \$3.42 to the tenant. The tenant is granted a monetary order for \$3.42.

Conclusion

The landlord may retain \$1,596.58 from the combined security and pet damage deposits in satisfaction of the claim.

The tenant is granted a monetary order for the remaining difference of \$3.42.

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 28, 2014

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Residential Tenancy Branch

