



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Community Visions
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord provided documentary evidence the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on December 30, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the tenant on the 5th day after it was mailed.

Based on the evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

I note that at the start of the hearing there was another party who had called in to the hearing with an area code that is not reflective of the geographic location of any of the parties involved in this dispute. No one identified themselves despite repeated requests by me to do so. As a result, I released the phone number from the call. Once I had confirmed the party was no longer on the call, the hearing proceeded.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage to the residential property; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord provided a copy of a tenancy agreement signed by the parties on October 27, 2006 for a 1 year fixed term tenancy beginning on November 1, 2006 that converted to a month to month tenancy beginning on November 1, 2007 for a monthly rent of \$1,600.00 due on the 1st of each month with a security deposit of \$800.00 paid.

The landlord submits that the tenancy ended on November 30, 2013 and that the tenant did complete a number of repairs to the property however they did not repair or replace any doors or door mechanisms that were damaged or removed. The landlord seeks compensation in the amount of \$874.36 for these repairs and has provided receipts and invoices for the supplies and work completed.

The landlord submitted a copy of a Condition Inspection Report describing the condition of the rental unit at the start and end of the tenancy.

The landlord testified he received the tenant's forwarding address on December 15, 2013. The landlord submitted their Application for Dispute Resolution seeking to claim against the deposit on December 30, 2013.

Analysis

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the undisputed testimony and evidence of the landlord I find the tenant failed to comply with their obligations under Section 37 of the *Act* by not repairing or replacing the doors and mechanisms at the end of the tenancy. As a result, I also find the landlord has suffered a loss.

I find the landlord has established the value of the loss at \$874.36 based on the submitted receipts and invoices.

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$924.36** comprised of \$874.36 for damage to the property and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$824.95 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$99.41**.

This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: April 11, 2014

Residential Tenancy Branch

