



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Om'Ax Realty Ltd.-Property Management Division
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD, FF, MND

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlords. Both files were to be heard together; however, although I waited until well past the time at which the hearing was to start, the tenant did not join the conference call that was set up for the hearing.

The tenant's application has therefore been dismissed and I dealt solely with the landlord's application.

Issue(s) to be Decided

The issue is whether or not the landlord has established a monetary claim against the tenant for damages in the amount of \$456.59.

Background and Evidence

The landlord testified that:

- This tenancy began on March 1, 2013 and on that date the tenants paid a combined security/pet deposit of \$700.00.
- At the beginning of the tenancy there were no damaged screens or blinds.
- At the end of the tenancy they found that two of the window screens had been damaged by the tenant's cats and had to be replaced at a cost of \$56.00.
- The tenant's cats had also damaged some window blinds and since they could not be repaired they too had to be replaced. The total cost for the window blinds was \$537.51 however they were able to get a 40% discount and therefore the actual cost turned out to be \$400.59.
- They are therefore requesting an order allowing them to retain \$456.59 of the tenant's security deposit, as well as a further \$50.00 to cover the filing fee.

Analysis

It is my finding that the landlord has shown that two window screens in the rental unit were damaged beyond repair and had to be replaced and therefore I allow the landlords claim for replacing those window screens.

It is also my finding that the landlord has shown that tenant's cats damaged window blinds beyond repair. I therefore also allow the claim for the cost of replacing those window blinds.

Having allowed the landlords full claim I also order recovery of the \$50.00 filing fee.

Conclusion

I have allowed the landlords full claim plus recovery of the filing fee for a total of \$506.59, and I therefore order that the landlord may retain \$506.59 of the combined security/pet deposit, and the remaining \$193.41 must be returned to the tenant.

The tenant's application has been dismissed in full without 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: April 08, 2014

Residential Tenancy Branch

