



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MND, MNSD, FF

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. The landlord attended the hearing and gave affirmed testimony.

The landlord testified that the application for dispute resolution and notice of hearing (the "hearing package") were served on the tenant by way of registered mail. The landlord also testified that copies of related documentary evidence were subsequently served on the tenant by Xpresspost. Despite this, the tenant did not appear.

### Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement the fixed term of tenancy was from March 01, 2013 to March 01, 2014. Monthly rent of \$1,525.00 was due and payable in advance on the first day of each month, and a security deposit of \$762.50 was collected. A move-in condition inspection report was completed with the participation of the landlord's sister and the tenant.

Following notice given by the tenant, tenancy ended March 30, 2014. The landlord testified that the tenant provided a forwarding address prior to the end of tenancy. A move-out condition inspection report was completed with the participation of both parties on March 30, 2014. The landlord repaid \$252.50 of the tenant's security deposit at the end of tenancy, and withheld the balance of \$510.00 (\$762.50 - \$252.50). The landlord filed her application for dispute resolution on April 11, 2014.

The landlord testified that her claim of \$510.00 is comprised as follows:

\$250.00: *½ of the \$500.00 insurance deductible paid by the landlord following damage arising from flooding in a unit bathroom*

\$210.00: *labour and repairs to miscellaneous damage in the unit*

\$50.00: *repairs to stove*

Further to the above, the landlord seeks to recover the \$50.00 filing fee.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established entitlement to retention of **\$510.00**, as detailed above, which is the remaining balance of security deposit still held by her.

As the landlord has succeeded with her application, I find that she has also established entitlement to recovery of the **\$50.00** filing fee, and I hereby issue a **monetary order** in favour of the landlord to that effect.

### Conclusion

I order that the landlord retain the balance of security deposit in the amount of **\$510.00**.

In relation to recovery of the filing fee, pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$50.00**. Should it be necessary, this order may be served on the tenant, 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: August 14, 2014

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Residential Tenancy Branch

