



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNDC MNSD FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Section 67 for damages to the property;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

### **SERVICE**

The tenant did not attend. The landlord gave sworn testimony that they served the Application for Dispute Resolution by registered mail. It was verified online that delivery was attempted, cards were left but the tenants chose not to pick up the mail after 21 days so it was returned to the landlord. I find that the tenant is served with the Application according to section 89 of the Act.

### **Issue(s) to be Decided:**

Has the landlord has proved on a balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

The tenant did not attend the hearing although legally served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced on January 1, 2014, that monthly rent was \$1500 and a security deposit of \$750 was paid December 16, 2013.

The tenants have vacated and the landlord claims as follows:

\$120 for carpet cleaning plus \$25 for an NSF cheque

\$250 for garbage removal

Total \$395

The landlord supplied invoices to support the claim plus a condition inspection report signed by both parties at move-in and move-out. The landlord said they have returned the balance of \$355 of the security deposit to the tenant, leaving only \$395 in trust. The landlord is willing to waive the filing fee and settle for a monetary order for \$395.

The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

**Analysis**

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that the tenant caused damages costing \$395 to correct. The landlord's evidence is well supported by the invoices and condition inspection report. Therefore, I find the landlord entitled to recover \$395 for the cost of repairing the damage caused by the tenant.

**Conclusion:**

I find the landlord is entitled to a monetary order for \$395. No filing fee is included as the landlord has chosen to waive it.

**I HEREBY AUTHORIZE the landlord to retain the balance of \$395 of the security deposit for the cost of repair.**

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: September 10, 2014

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Residential Tenancy Branch

