



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent to the tenant's forwarding address on June 13, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on June 18, 2014, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on July 15, 2013. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$900. On July 12, 2013 the landlord and the tenant did a move-in inspection and completed the condition inspection report. The tenancy ended on May 31, 2014. The tenant's father-in-law, whom she sent to act as her agent for the move-out inspection, left during the inspection and did not sign the move-out condition inspection report.

The landlord stated that they found some damage in the unit, and they have claimed as follows:

- 1) \$400 for painting and repairs – the tenant left “dozens” of nails, holes and scuff marks on the walls;
- 2) \$700 for flooring – the hardwood floor was damaged in two areas;
- 3) \$10 for a visitor parking pass that the tenant failed to return; and
- 4) \$5 to cut a new key for the storage locker.

In support of their claim, the landlord submitted evidence including the following:

- a copy of the move-in and move-out condition inspection report;
- photographs of the damaged areas of the floors and walls, along with photos of the unit taken at the beginning of the tenancy;
- a quote for \$400 to repair and paint walls and \$700 to refinish flooring;
- testimony that the tenant failed to return the visitor parking pass and storage locker key; and
- a copy of the Landlord's Application for Dispute Resolution, filed June 11, 2014.

Analysis

I find that the landlord has established their claim in its entirety. The evidence noted above shows that the tenant damaged the walls and floors in the rental unit and failed to return the parking pass and storage locker key.

As the landlord's application was successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$1165. I order that the landlord retain the security deposit of \$900 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$265. This order may be 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: October 28, 2014

Residential Tenancy Branch

