



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MND

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage. It is readily apparent from information on the Application for Dispute Resolution that the Landlord is seeking to retain the security deposit and I find it reasonable to consider that matter during these proceedings.

The Landlord stated that on September 05, 2014 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord wishes to rely upon as evidence were sent to the Tenant, via registered mail, at a forwarding address he provided to her. The Landlord submitted a Canada Post receipt that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenant did not appear at the hearing.

On September 23, 2014 the Landlord submitted additional documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Landlord stated that these documents were served to the Tenant by registered mail sometime in September of 2014. The Landlord submitted a second Canada Post receipt that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 88 of the *Act* and they were accepted as evidence for these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to retain all or part of the security deposit in compensation for damaging the rental unit?

### Background and Evidence

The Landlord stated that this tenancy began on August 01, 2012; that the Tenant agreed to pay monthly rent of \$1,900.00; and that the Tenant paid a security deposit of \$950.00.

The Landlord stated that the Tenant gave notice to end the tenancy and that the Tenant had vacated the rental unit by August 31, 2014.

The Landlord is seeking to retain the security deposit of \$950.00 in compensation for damage to the interior log walls of the rental unit. The Landlord stated that during the tenancy more than 100 tack holes were made in the walls. She stated that to repair the damage the holes would have to be filled with wood filler. She stated that for consistency, all the walls in this area of the unit would then have to be prepped and stained.

The Landlord stated that she thinks it would be very expensive to repair the damage. She is opting not to repair the damage, in part, because she does not believe she will recover the cost of repairs from the Tenant and, in part, because she will lose revenue while the repairs are being completed. She is seeking compensation for living with the permanently damaged walls, in the amount of \$950.00.

The Landlord submitted photographs that show the damage to the walls.

### Analysis

On the basis of the undisputed evidence, including the photographs, I find that the Tenant failed to comply with section 37(2) of the *Residential Tenancy Act (Act)* when he failed to repair the damage to the interior log walls that occurred during the tenancy.

Compensation for damage to a rental unit is typically based on the cost of repairing the damage. In the absence of evidence to the contrary, I accept the Landlord's submission that it would be very expensive to adequately repair the log walls and that she would lose revenue while the repairs were being completed.

As the Landlord has opted not to repair the damaged walls, I find the Landlord is entitled to general damages in compensation for the reduced aesthetic value of the home. Given the nature of the damage and the quality of the home, based on the photographs submitted in evidence, I find the Landlord is entitled to retain the security deposit.

### Conclusion

I authorize the Landlord to retain the security deposit of \$950.00 in full compensation for the damaged walls.

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: March 29, 2015

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Residential Tenancy Branch