



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application to retain the full security deposit of \$600.00 and a request for recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on January 7, 2015, to the forwarding address provided by the respondent at the end of the tenancy; however the respondent did not join the conference call that was set up for the hearing. Those documents were subsequently returned to the landlord marked by the post office as "unclaimed".

Documents sent by registered mail are deemed served five days later even if the party fails to claim the registered mail, and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established the right to retain the full security deposit.

Background and Evidence

This tenancy began on November 1, 2013 with a monthly rent of \$1200.00, and a security deposit of \$600.00 was collected.

This tenancy ended on December 30, 2014.

The landlords applied for dispute resolution on January 5, 2015.

The landlord testified that at the end of the tenancy two walls had to have significant repairs and repainting due to the fact that the tenant had attached large brackets to the walls and then remove them when she vacated. This caused significant damage to the walls.

The tenant had also put 43, 2½ inch nails in the other walls which left a large holes that had to be patched and then touchup painted.

The landlord further stated that they are withdrawing their \$100.00 claim for changing the lock because they received the keys in the mail after they had applied for dispute resolution.

The landlords are therefore requesting a monetary order as follows:

Repair and paint two walls	\$360.00
Fill 42 holes and touchup paint	\$200.00
Filing fee	\$50.00
Total	\$610.00

The landlord further stated that they simply want to retain the full security deposit of \$600.00 towards this claim and will abandon the claim for the remaining \$10.00.

Analysis

I reviewed the evidence presented by the landlord and it is my finding that the landlord has shown that the tenant caused damage to the walls beyond normal wear and tear, and I therefore allow the full amounts claimed for repairs, painting, and touch-ups.

I also allow the request for recovery of the \$50.00 filing fee.

Conclusion

I have allowed the landlords full claim of \$610.00 and therefore pursuant to Section 38 of the Residential Tenancy Act, I Order that the landlords may retain the full \$600.00 security deposit.

As stated above the landlords have abandoned their claim for the remaining \$10.00.

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 29, 2015

Residential Tenancy Branch

