



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord received the Tenants’ forwarding address on or about September 15, 2014. The Landlord served both Tenants with one package containing the application for dispute resolution and notice of hearing by registered mail. As both Tenants have the same forwarding address I find that the Tenants have been sufficiently served as required under the Act. Neither Tenant appeared at the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

At the onset of the hearing the Landlord confirmed that although the evidence package was delivered to the Residential Tenancy Branch late, the same package was provided to the Tenants with the application package served as noted above on October 3, 2014. The Landlord was given opportunity to fax a copy of the tenancy agreement and condition inspection reports following the hearing. These documents have been accepted and considered.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on May 15, 2014 and ended on September 17, 2014 following the Landlord's successful application for an early end to the tenancy. At the onset of the tenancy the Parties mutually conducted a move-in inspection and report. The Landlord collected \$450.00 as a security deposit and \$450.00 as a pet deposit. At the end of the tenancy the Landlord offered the Tenants three opportunities for an inspection but the Tenants declined each. The Landlord conducted the inspection alone, completed the report and provided a copy to the Tenants.

The Tenants left damages to the driveway, toilet and an entry door. The Tenants took a rug and the mailbox from the unit. The Landlord provided estimates for the replacement costs of these items. The Landlord did not replace the carpet. The Landlord paid a contractor an unknown amount on one bill to for the repair, replacement and installation of the remaining damaged items. The Landlord did not provide the bill. The Landlord claims the amounts indicated on each estimate. It is noted that the Landlord provided no monetary worksheet. After the tenancy ended the Landlord found written materials on a rental site that were authored by the Tenants. The Landlord claims an amount for libel.

Analysis

Section 2 of the Act provides that the Act applies to tenancy agreements, rental units and other residential property. As the written materials were acts carried out after the end of the tenancy when the persons who authored the materials were no longer tenants, I find that I have no jurisdiction over the Landlord's claim for libel and I dismiss this claim.

Section 36 of the Act provides that the right of a tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the landlord has provided 2

opportunities for a move-out inspection and the tenant has not participated on either occasion. Based on the Landlord's undisputed evidence that the Tenants failed to participate in the offered a move-out inspection, I find that the Tenants right to return of the security deposit is extinguished. The Landlord may retain the combined pet and security deposits of **\$900.00**.

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that costs for the damage or loss have been incurred or established. Accepting the undisputed evidence of the Landlord that the Tenants caused the damages to the unit I find that the Landlord is entitled to compensation. However, given the lack of a final bill to substantiate the costs, I consider that the Landlord has been sufficiently compensated by the pet and damage deposit amount for these damages. As the Landlord's application has met with limited success, I decline to award recovery of the filing fee.

Conclusion

I Order the Landlord to retain the security and pet deposit plus interest in the amount of \$900.00 in full satisfaction of the claim. 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: May 08, 2015

Residential Tenancy Branch

