



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

The tenant did not attend. The landlord provided sworn testimony that the Application for Dispute Resolution was served by registered mail; it was verified online as successfully delivered. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

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

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The evidence is that the tenancy commenced October 15, 2014 on a fixed term to November 1, 2015, a security deposit of \$575 was paid and rent was \$1150 a month. The landlord provided evidence that there was a Mutual Agreement to End Tenancy and the tenant was to do certain repairs before vacating. However, the work was not done and she vacated late. He provided a substantial list of work he had to do and the Condition Inspection Reports done on move-in and move-out and photographs to support his claim. However, he requests only to retain the security deposit as compensation and is willing to waive the rest of his claim due to the tenant's finances. The tenant did not dispute the amount claimed or provide any documents.

The landlord claims damages amounted to \$1179.08 for replacing locks as keys were refused (\$64.78), garbage removal(\$46) , fabrication of new cabinet doors that were only 4 months old (\$252.79), paint and repairs of paint that was 4 months old (\$397.06) and cleaning (\$337.10). However, he waives all amounts over the security deposit.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Monetary Order:

The onus of proof is on the landlord to prove that the tenant damaged the property, that it was beyond reasonable wear and tear and the amount it cost to cure this damage. I find the landlord satisfied the onus as his claim was well supported by the move-in and move-out reports, receipts and photographs. I find the landlord entitled to retain the security deposit as compensation for the damages which total substantially more.

Conclusion:

I find the landlord is entitled to retain the security deposit as satisfaction of the amounts owed. I find he waived other amounts owed including the filing fee so no monetary order is issued.

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: June 16, 2015

Residential Tenancy Branch

