



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application requesting to retain the security deposit and to recover the filing fee from the tenants.

The details of the dispute section of the application set out a claim for damage to the rental unit.

The landlord provided affirmed testimony that after filing the application on October 27, 2014 the tenants were served with copies of the Application for Dispute Resolution and Notice of Hearing to the forwarding address provided by email sent on October 14, 2014.

The hearing documents and evidence for both tenants were sent in a single package.

The landlord testified that she checked the Canada Post tracking information and was able to confirm that tenant S.C. signed accepting the registered mail on November 17, 2014. The signature was compared to that on the tenancy agreement.

Therefore, as C.S. signed accepting the registered mail I find, pursuant to section 89 and 90 of the Act that he was served with Notice of the hearing effective November 17, 2014.

As tenant J.S. was not sent the hearing package separately and there is no evidence he received the hearing package included with that received by S.C. I find that J.S. has not been served with Notice of the hearing.

Preliminary Matters

The landlord withdrew the request for filing fees; she only wishes to retain the security deposit.

Issue(s) to be Decided

May the landlord retain the \$475.00 security deposit in satisfaction of damage caused to the deck?

Background and Evidence

The tenancy commenced on December 1, 2013. A tenancy agreement was signed; a copy was supplied as evidence. The tenants paid a security deposit in the sum of \$475.00.

A move-in condition inspection report was completed; a copy was submitted as evidence.

The landlord submitted an estimate for deck repair in the sum of \$845.00. The deck had been in good condition at the start of the tenancy.

Copies of email communication between the parties were supplied as evidence.

A September 30, 2014 email from the tenants confirmed J.S. could be contacted for a move-out inspection time. The tenant confirmed the burn on the deck but said they had no idea how this happened. The landlord had emailed on September 27, 2014 to set the inspection for September 30, 2014 in the evening. She attended the unit on September 30, 2014 and the tenants agreed they would repair the deck.

The parties agreed to finalize the inspection report once the repair was made. There were no other damages. The tenants did not make the repair and on October 14, 2014 sent an email asking for return of the deposit. A forwarding address was supplied at that time.

The landlord claimed against the deposit within 15 days of October 14, 2014.

Analysis

In the absence of evidence to the contrary, I find that the tenant is responsible for the damage to the deck. The tenant was served with Notice of the hearing but failed to attend to dispute the claim made.

A tenant is required to leave a rental unit free of damage, outside of normal wear and tear. From the evidence before me I find that the deck was in good condition at the start of the tenancy and left with burn damage at the end. The only reasonable conclusion I can reach is that the tenant was responsible for the damage caused to the deck.

There was no evidence before me that the tenants provided a written forwarding address before the October 14, 2014 email was sent to the landlord.

I find that a condition inspection of the unit was completed on September 30, 2014.

Therefore, I find, pursuant to section 72 of the Act that the landlord is entitled to retain the \$475.00 security deposit in satisfaction of the claim for damage to the deck.

I find that the landlord's application has merit but the landlord has declined filing fee costs.

Conclusion

The landlord is entitled to retain the \$475.00 security deposit.

This decision is final and binding and 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 22, 2015

Residential Tenancy Branch

