



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for a monetary order for damage to the unit, site or property; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

The landlord attended the hearing and gave affirmed testimony, however despite being served with the Landlord's Application for Dispute Resolution, notice of this hearing and evidentiary material of the landlord by registered mail on March 9, 2015, no one for the tenant attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and the only participant who joined the call was the landlord. The landlord and the tenant provided evidentiary material to the Residential Tenancy Branch, and the landlord testified that the tenant was served on that date and in that manner. The landlord was provided an opportunity to provide by facsimile to the Residential Tenancy Branch copies of the Canada Post cash register receipt, Registered Domestic Customer Receipt and computer print-out of the Canada Post tracking system after the hearing concluded. I have received those documents, and I am satisfied that the tenant has been served in accordance with the Residential Tenancy Branch.

Issue(s) to be Decided

- Has the landlord established a monetary claim as against the tenant for damage to the unit, site or property?
- Should the landlord be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord testified that this month-to-month tenancy began on July 1, 2014 and ended on February 28, 2015. Rent in the amount of \$1,175.00 per month was payable

in advance on the 1st day of each month and there are no rental arrears. On June 1, 2014 the landlord collected a security deposit from the tenant in the amount of \$587.50 which is still held in trust by the landlord and no pet damage deposit was collected. A copy of the tenancy agreement has been provided.

The landlord further testified that the parties conducted a move-in condition inspection report at the beginning of the tenancy and a move-out condition inspection report on February 28, 2015, a copy of which has also been provided, showing the move-in and move-out portions on the same form of the report. The tenant provided a forwarding address in writing on that report on February 28, 2015.

The landlord claims the cost of replacement of a sensor light on the outside of the house that the tenant broke. The rental unit is a suite within the landlord's house, and the landlord resides in the upper level. The bulb had burned out and the landlord was aware of that, but the sensor light was not near the tenant's door. The tenant approached the landlord saying that neither of the lights worked and showed the landlord while twisting and handling the lights in a rough manner. The landlord was surprised that the tenant would even touch it and ought to have simply reported it to the landlord. The tenant said the screws were stripped. A photograph has been provided which shows 2 lights on the fixture. The landlord's son replaced one of the bulbs but the other had a loose wire inside. The landlord had to replace the fixture or get an electrician to repair it. It was much cheaper to replace it, and the landlord claims \$56.99. A copy of the receipt has been provided. The landlord testified that the lights worked fine prior, and the tenant often grabbed it. The landlord told the tenant to leave it alone, and has no idea why the tenant continued to even handle the new one.

The landlord also claims \$50.00 for paint touch-ups that were completed by the landlord's son, who is a professional painter and had some paint from previously painting the rental unit. The claim is for 2 hours of his time and the landlord is not claiming the cost of paint. The rental unit was painted entirely professionally just prior to this tenancy. Photographs of the walls have been provided and the landlord testified that the tenant tried to repaint, but didn't fill holes and the paint color used was not a match.

The landlord claims \$56.99 for the sensor light, \$50.00 for painting, and \$50.00 as recovery of the filing fee, for a total of \$156.99 and testified that the landlord believed that the entire security deposit of \$587.50 was to be withheld pending the outcome of this hearing.

Analysis

The tenant provided evidence in defence of the landlord's claim but did not attend the hearing.

I have reviewed the evidentiary material provided by the parties, and I am satisfied from the landlord's testimony that the tenant handled the sensor light thereby causing it to malfunction. The *Act* states that a tenant must repair any damage caused by a tenant to the unit, site or property.

I have also reviewed the move-in and move-out condition inspection reports as well as the photographs and find that the tenant attempted to repair damage to the walls, but had to be repaired again due to the lack of filler and mismatched color of paint. I also find that the landlord's claim of \$50.00 is reasonable.

Since the landlord has been successful with the application the landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord to retain \$156.99 of the security deposit and to return the balance of \$430.51 to the tenant forthwith.

Conclusion

For the reasons set out above, I hereby order the landlord to retain \$156.99 of the security deposit and to return the balance of \$430.51 to the tenant forthwith.

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: July 21, 2015

Residential Tenancy Branch

