



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing her to retain the security deposit. The hearing originally convened on April 27 and both parties participated in the hearing on that date. The landlord requested an adjournment and the tenant agreed, so the hearing was scheduled to reconvene on August 18. The landlord testified that she served the tenant with the new notice of hearing and her evidence via registered mail, but could not recall the date on which that mail was sent. I accepted the landlord's sworn testimony and the hearing proceeded in the tenants' absence.

Issue to be Decided

Is the landlord entitled to a monetary order as requested?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began sometime in 2013, at which time the tenant paid a \$600.00 security deposit, and ended on September 1, 2014.

At the end of the tenancy, the landlord discovered that the walls were badly damaged from the tenant having thrown knives at targets and the landlord incurred a cost of \$156.32 to repair the walls. The tenants took the curtains which had been hanging in the home and the landlord spent \$55.98 to replace those curtains.

During the tenancy, the tenant covered the landlord's garden area with compost and garbage, destroying her raspberry plants and creating the need for remediating the garden. The landlord obtained an estimate showing that it would cost \$400.00 to restore her garden. A second estimate states that it would cost almost \$4,000.00 to restore the garden.

The landlord also seeks to recover the \$50.00 filing fee paid to bring her application.

Analysis

I accept the landlord's undisputed testimony. Although the landlord suggested that there were other damages to her home than those outlined above, she did not provide receipts showing the cost to repair those alleged damages and as it is not possible to quantify that part of the claim, I dismiss the claim for the cost of repairing unquantified damages.

I accept that the tenant damaged the wall and I find that it cost the landlord \$156.32 to perform a repair. I award the landlord \$156.32. I find that the tenant took the landlord's curtains and find that the landlord is entitled to recover the replacement cost. I award the landlord \$55.98.

Although the landlord did not provide photographs of her garden area, the tenant submitted a written statement in which she acknowledged that she created a compost area in the landlord's garden. I find that the landlord will have to incur a cost to remove the compost and restore the garden and I find that the landlord is entitled to the cost identified in the lower estimate. I award the landlord \$400.00.

As the landlord has been substantially successful in her claim, I find she should recover the \$50.00 filing fee paid to bring her application and I award her \$50.00.

In summary, the landlord has been awarded the following:

Wall repair	\$156.32
Curtains	\$ 55.98
Garden restoration	\$400.00
Filing fee	\$ 50.00
Total:	\$662.30

I order the landlord to retain the \$600.00 security deposit in partial satisfaction of her claim and I grant her a monetary order under section 67 for the balance of \$62.30. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord will retain the security deposit and is granted a monetary order for \$62.30.

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: August 18, 2015

