



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute codes

MNSD FF

RTB-136

### Introduction

This hearing dealt with an application by the landlord for an order allowing retention of a portion of the security deposit in satisfaction of the claim. The landlord has also requested recovery of the \$50.00 filing fee for this application. Both parties participated in the hearing and had an opportunity to be heard.

### Issues

Is the landlord entitled to the requested orders?

### Background and Evidence

This tenancy began on August 15, 2014 and ended on May 31, 2015. The tenant paid a security deposit of \$340.00 at the start of the tenancy. The landlord has returned \$90.00 of the tenant's security deposit to him but has retained the balance of \$250.00 for the following items:

Carpet cleaning	\$110.00
Wall repair and painting	\$140.00
<b>TOTAL</b>	<b>\$250.00</b>

In support of the claims the landlord submitted invoices. The tenant had previously signed a written consent that the landlord could deduct from his deposit for the carpet cleaning and at the hearing the tenant acknowledged that the number of holes he left in one of the walls was excessive – being in the range of 50 to 100. The tenant did express however that he would have preferred that the landlord had informed him of the exact cost of repairing a wall before he put all of his things up.

The tenant also opposed the landlord's request to be reimbursed for the filing fee because he felt that the landlord had not done the move-out inspection on a day and time that was acceptable to him, the tenant.

The landlord countered that if the tenant had just agreed to sign off on the wall repair amount then the hearing would not have been necessary.

### Analysis

I am satisfied that the landlord has established its claim for the carpet cleaning and wall repair in the total amount of \$250.00. I am also satisfied that it is appropriate that the tenant reimburse the landlord for the cost of the hearing. Had the tenant merely agreed to the deductions as he did anyways at the hearing, the landlord would not have had to file its application and incur the filing cost.

### Conclusion

*Monetary Order and Security Deposit* - I find that the landlord has established a total monetary claim of \$250.00. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$300.00. The landlord has already retained \$250.00 from the tenant's security deposit which leaves a balance owing to the landlord of \$50.00. I grant the landlord an order under section 67 for the balance due of \$50.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: November 04, 2015

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Residential Tenancy Branch