



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNSD, MND, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of repairs and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim.

The landlord testified that she served the tenant with the notice of hearing on July 10, 2015, by registered mail, to the address provided by the tenant. The landlord filed a copy of the tracking slip and stated that her online check indicated that the tenant had received it. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of repairs and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on January 01, 2015 for a fixed term of six months. The tenant moved out on June 29, 2015. The monthly rent was \$1,500.00, payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$750.00 and a pet deposit of \$750.00.

The landlord filed copies of the move in and move out inspection reports. The move out report indicates that there is a dent in the refrigerator door.

The tenant has signed in acknowledgement of being responsible for the damage and for the cost of repairs. The landlord filed a photograph of the damaged refrigerator and an estimate in the amount of \$380.74 to replace the door.

On July 09, 2015, the landlord retained this amount from the deposits and returned \$1,119.26 to the tenant by cheque. On that same day the landlord applied to keep this portion of the deposits towards the repair of the door.

Analysis

Based on the sworn testimony of the landlord and in the absence of evidence to the contrary, I find that the tenant agreed to having caused damage to the door of the refrigerator. The landlord has provided proof of the cost of having to repair the door. I find that the landlord is entitled to \$380.74 for repairs.

The landlord has already made a deduction of \$380.74 from the deposits. Since the tenant had already agreed to cover the cost of repairs and accepted the balance of the deposits, the landlord did not have to make application to retain this amount. Therefore the landlord must bear the cost of filing her application.

Conclusion

The landlord is entitled to the cost of repairs in the amount of \$380.74. The landlord has already retained this amount from the deposits and therefore is not due any further funds from the tenant.

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: December 22, 2015

Residential Tenancy Branch

