



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ENF HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR MND MNDC MNSD FF

### **Introduction:**

Only the landlord attended the hearing and provided evidence that they had served the tenant with the Application/Notice of Hearing by registered mail. It was verified online as successfully delivered. I find the tenant was legally served pursuant to section 89 of the Act. The hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7 and 67 for damages;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Has the landlord has proved on a balance of probabilities that the tenant caused damage to the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced February 1, 2013, that monthly rent was \$1139 but was subsidized based on the tenant's income. A security deposit of \$570 was paid in 2013. The landlords said that there were damages in the suite as indicated on the Condition Inspection Report. The tenant vacated on October 31, 2014. The landlord claims as follows:

\$235.50 to replace 16 yr. old cabinet doors  
\$94.50 for suite cleaning, \$168 for carpet cleaning  
\$210 to repair holes in walls  
\$198.64 to replace/repair doors that were new at move-in  
\$214.14 to repair/replace light fixtures that were 16 years old  
\$237.87 to replace blinds that were new at move in.

The landlord supplied a condition inspection report, photographs as evidence of the damage and invoices. The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

**Analysis**

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that this tenant caused the damage as the condition inspection report notes the unit was in good condition at move-in and the photographs illustrate that cleaning and repairs were necessary at move-out. I find the amount of damage and cost to repair is supported by statements, photographs and invoices and the tenant has not disputed the claim. I find the amount to clean the unit and repair the damages, even allowing a deduction for reasonable wear and tear, is in excess of the security deposit of \$570. However, I find the landlord is willing to waive any damage claim and filing fee in excess of \$570 and is content to retain the security deposit in satisfaction of the amount owed.

**Conclusion:**

I find the landlord is entitled to retain the security deposit in full satisfaction of the amount owed including the filing fee. **I HEREBY ORDER THE LANDLORD MAY RETAIN THE SECURITY DEPOSIT OF \$570 IN FULL SATISFACTION OF THEIR CLAIM FOR DAMAGES.**

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: January 07, 2016

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Residential Tenancy Branch

