



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Performance Realty Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MND; MNSD; FF

### **Introduction**

This Hearing was convened to consider the Landlord's Application for Dispute Resolution seeking a monetary award for damages; to apply the security deposit towards its monetary award; and to recover the cost of the filing fee from the Tenant.

The Landlords' agents gave affirmed testimony at the Hearing.

The Landlords' agents stated that they served the Tenants with the Landlord's Notice of Hearing documents by registered mail, sent July 30, 2015. The Landlord provided copies of the two registered mail receipts and tracking numbers.

The Landlord's agents testified that they sent the Tenants copies of their documentary evidence by registered mail on December 15, 2015, which was returned to the Landlord, unclaimed. The Landlord's agents testified that they sent another copy of the documents on January 4, 2016, by regular mail.

Based on the Landlord's agents' affirmed testimony, I am satisfied that both of the Tenants were duly served with the Notice of Hearing documents and copies of the Landlord's documentary evidence. Despite being duly served, the Tenants did not sign into the teleconference and the matter continued in their absence. The teleconference remained open for 15 minutes.

### **Issues to be Decided**

- Is the Landlord entitled to a monetary award for damages to the rental unit?

### **Background and Evidence**

This tenancy began on September 1, 2013, and ended on June 30, 2015. Monthly rent was \$2,500.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$1,250.00 at the beginning of the tenancy.

The Landlord's agents testified that the damage caused by the Tenants is greater than the security deposit; however, they only seek to keep the security deposit because they don't expect to be able to collect any additional money from the Tenants.

The Landlord's monetary claim totals \$1,501.90. In support of its claim, the Landlord provided a written summary of the damages and costs to repair the damages along with photographs, receipts and a copy of the move-in Condition Inspection Report.

### **Analysis**

The photographs and invoices provided indicate that the Tenants caused damage to the deck, 4 smoke detectors, security alarm, window blinds, front door handle, exterior stucco, baseboard heater, built-in vacuum hose and garage door opener. The Landlord is also claiming for the cost of replacing missing window screens, a missing bi-fold door, and a missing remote control. Based on the documentary evidence provided and the Landlord's agents' undisputed affirmed oral testimony, I grant the Landlord's Application, and award the Landlord the total sum of **\$1,250.00**.

Pursuant to the provisions of Section 72 of the Act, the Landlord may keep the security deposit in full and final satisfaction of its monetary claims.

### **Conclusion**

The Landlord has established a monetary award in the amount of **\$1,250.00**. Pursuant to the provisions of Section 72 of the Act, the Landlord may deduct its monetary award from the security deposit, leaving a balance of NIL.

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: February 10, 2016

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Residential Tenancy Branch

