



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MSSD, FF

### Introduction

This hearing convened as a result of the Landlord's Application for Dispute Resolution wherein the Landlord requested authority to retain the security deposit and to recover the filing fee.

Only the Landlord's property manager, L.A., appeared at the hearing. She gave affirmed testimony and was provided the opportunity to present the Landlord's evidence orally and in written and documentary form, and to make submissions to me.

L.A. testified that she served the Tenant with the Notice of Hearing and their Application on September 16, 2015 by registered mail. Introduced in evidence was a copy of the receipt for registered mail and the tracking number. L.A. testified that the Tenant picked up the registered mail package on September 24, 2015. Accordingly, I find the Tenant was duly served as of September 24, 2015.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Landlord entitled to retain the security deposit?
2. Should the Landlord recover the \$50.00 filing fee?

### Background and Evidence

L.A. testified that the Landlord purchased the rental property in 2012 with the existing tenancy in place. The tenancy ended on August 31, 2015. The Landlord applied for dispute resolution on September 14, 2015.

Introduced in evidence was a copy of the move out condition inspection report signed by both the Tenant and L.A. This report indicates the walls in the master bedroom and the second bedroom were damaged; the Tenant confirmed the walls were damaged as alleged by the Landlord.

The Landlord claimed recovery of the cost to repair the walls and replace a door. The total for these repairs was \$610.00. Introduced in evidence was a copy of a quotation/estimate provided by K.K. & Renos confirming this amount (as well as other work not related to the present claim).

On the Landlord's application for dispute resolution they sought the sum of \$337.00 representing the amount of the Tenant's security deposit in addition to the sum of \$50.00 for recovery of the filing fee.

### Analysis

When making a claim for damages under a tenancy agreement or the *Residential Tenancy Act (Act)*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that a damage or loss occurred; that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

Section 37(2) of the *Act* requires a tenant to leave a rental unit undamaged, except for reasonable wear and tear, at the end of the tenancy.

The Tenant was served with the Application which clearly set out the amounts sought by the Landlord, as well as the allegations with respect to the items damaged. The Tenant failed to attend the hearing to dispute the Landlord's claims. There was also no evidence submitted by the Tenant that contradicts the Landlord's claims.

I accept the undisputed testimony of the property manager and find that the Landlord has proven their claim that the Tenant breached the *Act* by damaging the rental unit. I am also persuaded that the Tenant acknowledged this damage when signing the move-out condition inspection report. I also accept the Landlord's documentary evidence as to

the amounts required to repair the walls and door which were damaged by the Tenant. Accordingly, I award the Landlord the \$337.00 claimed on the application.

Based on L.A.'s undisputed testimony, I find that the Tenant paid a security deposit of \$337.00. I authorize the Landlord to retain the Tenant's security deposit in partial satisfaction of the amount awarded.

As the Landlord's claim had merit, I also grant them recovery of the **\$50.00** filing fee and grant them a monetary Order for this amount.

### Conclusion

The Tenant failed to attend the hearing to dispute the Landlord's claims. The Landlord is granted compensation in the amount of \$337.00 as claimed on their application in addition to the filing fee of \$50.00. The Landlord is authorized to retain the Tenant's security deposit of \$337.00 and is granted a monetary Order for the balance due in the amount of **\$50.00**.

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: March 17, 2016

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Residential Tenancy Branch

