



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damages to the unit, for an order to retain the security deposit in full satisfaction of the claim and to recover the filing fee from the tenant.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on November 13, 2016, a Canada post tracking number was provided as evidence of service. The Canada post history showed the tenant signed for the package on November 18, 2015. I find that the tenant has been duly served in accordance with the Act.

The landlord appeared gave testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on April 1, 2015. Rent in the amount of \$1,195.00 was payable on the first of each month. A security deposit of \$600.00 was paid by the tenant. The tenancy ended on October 31, 2015.

A move-in and move-out condition inspection report was completed. Filed in evidence is a copy of the report.

The landlord testified that the tenant caused damage to the walls, by placing large stickers on them, which some of the stickers left glue on the walls. The landlord stated that the glue had to be sanded off and the wall painted. The landlord stated that the tenant also broke the bathroom sink, by dropping something heavy in it causing it to crack. The landlord stated that the tenant also did not clean the cat litter that was all over the back deck, which had to be washed and there were other items in the rental unit, which needed to be cleaned. The landlord stated that they seek compensation for the above items in the total amount of \$364.43, plus the \$50.00 filing fee.

The landlord stated that they have returned to the tenant the balance due of their security deposit in the amount of \$185.57.

Filed in evidence are receipts, and photographs in support of the landlord's testimony.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

In this matter the tenant was informed of the claim against them, as they signed for the documents on November 18, 2016. As the tenant has chosen not to attend the hearing, I find it reasonable to conclude that the landlord's application is unopposed.

Therefore, I accept the landlord testimony that at the tenant caused damaged to the walls, sink and additional cleaning was required. This is supported by the move-out inspection and documentary evidence.

I find that the landlord has established a total monetary claim of **\$414.43** comprised of the above described amount and the \$100.00 fee paid for this application.

I order that the landlord retain the security deposit of **\$414.43**, in full satisfaction of the claim. As the landlord has returned the balance due, there is no need to grant a formal order to either party.

Conclusion

The landlord is granted a monetary order and may keep a portion of the security deposit in full satisfaction of the claim.

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: June 06, 2016

Residential Tenancy Branch