



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

Landlords' application: MND, MNSD, FF  
Tenant's application: MNDC, MNSD

### Introduction

This was a hearing with respect to the landlords' application for a monetary award and an order to retain the security deposit and the tenant's application for the return of her security deposit. The hearing was conducted by conference call. The landlord and the tenant called in and participated in the hearing. The tenant was assisted by her father who also testified at the hearing.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?  
Is the landlord entitled to retain all or part of the tenant's security deposit?  
Is the tenant entitled to the return of all or part of her security deposit?

### Background and Evidence

The rental unit is a suite in the upper floor of a duplex. The tenancy began July 1, 2013. The monthly rent was \$1,100.00 and the tenant paid a security deposit of \$550.00 at the start of the tenancy. The tenancy ended on December 31, 2015.

In the landlords' application for dispute resolution they claimed payment of the sum of \$550.00, being the amount of the security deposit, but in a monetary order worksheet they set out a claim for the following amounts:

• Repairs to kitchen island:	\$207.20
• Two replacement bifold closet doors:	\$109.69
• Patching holes and removing nails, screws 2X4	\$120.00
• Prime and paint entry and stairway:	\$90.00
• Paint living room ceiling:	\$59.33
• Paint entryway:	\$62.69
• Estimate, finish patch piece of trim:	\$50.00

Total: \$698.91

The landlord testified that the tenant moved out and left significant damage to the rental unit. The landlord submitted pictures of the unit; he said the tenant left a large hole in a wall that had been badly patched with cardboard. The tenant did significant damage by nailing a wooden 2X4 diagonally over a door. There were gouges in the trim throughout the rental unit. The landlord said the kitchen island was damaged by the tenant with deep grooves made into the wood and there were what appeared to be blue pen marks on the textured ceiling. The landlord said that two bifold closet doors had been pulled loose and irreparably damaged.

The landlord testified that the tenant participated in a condition inspection at the beginning of the tenancy and when she moved out. The landlord said that the tenant acknowledged that she was responsible for the damage, but she disputed the effort and cost to repair the damage. The landlord said that the tenant had the mistaken impression that she had another week after the tenancy ended to come back and fix things herself.

At the hearing the tenant denied that she damaged the bifold doors. She said the doors were not functional when she moved in. She said the landlord's repairman who came to fix them said the repair would not last. The tenant said the blue marks on the ceiling were pieces of stringy plastic sprayed from a children's toy and easily removed. The tenant said that she nailed to 2X4 over the door because she felt unsafe; she did not have keys to the door and was concerned that the other occupant could gain access to the rental unit through the door. The landlord testified that the door is locked from both sides and the landlord is the only person with keys so there was no basis for the tenant's concerns.

The tenant's father testified at the hearing. He said he helped the tenant during the tenancy and said the unit was left in better condition than it was at the beginning of the tenancy. He said that the tenant was not responsible for damage to the bifold doors. He said that the doors were broken and fell apart during the tenancy through no fault of the tenant. He testified that the landlord did not fulfill his responsibilities to perform repairs that were needed. He referred to items listed on the move-in inspection report as repairs that the landlord was supposed to perform. He said that the landlord had to be nagged repeatedly to make the repairs. He said that the landlord did not perform promised repairs, for example the dishwasher was never repaired. The microwave did not work and heating in the rental unit was inadequate. The tenant's father also questioned the landlord's invoices and suggested that they may have been fabricated.

### Analysis

I find that the landlords' evidence, in particular the photographs submitted, show that the tenant caused significant damage to the rental unit that exceeded normal wear and tear. There was a large hole in one wall which was ineffectually patched. The tenant caused significant damage by nailing a 2X4 beam across a doorway. The white, textured ceiling in one room was covered with vivid blue markings; I accept the landlord's evidence that the marks could not be removed and the ceiling had to be repainted. The kitchen island was damaged with deep gouges. The walls and baseboards were marked and scraped and closet doors were pulled loose and unrepairable. The landlord set out a claim of \$698.91 in the monetary order worksheet, but in the application has limited the amount sought to the sum of \$550.00. Even if I accept the tenant's submission that she is not responsible for the damaged closet doors, that reduces the landlord's claim by \$109.00 and the reduced claim still exceeds the amount of the security deposit. I find that the landlords have established that they have incurred losses due to damage caused by the tenant in an amount that exceeds the security deposit that they hold. They have elected to limit their claim to the amount of the deposit. Accordingly I find that the landlords are entitled to a monetary award limited to the sum of \$550.00 and I order that the landlords retain the security deposit that they hold in the amount of \$550.00 in full and final satisfaction of all claims arising out of the tenancy. Because the landlords have elected to limit their claim to the amount of the security deposit that they hold, I decline to award a filing fee for this application. The tenant complained of defects and repairs that were not performed, but she did not submit copies of any written requests for repairs given to the landlord during the

tenancy and the complaints about repairs are not relevant to the claim for the return of the security deposit.

The landlord has granted a monetary award in the amount of the deposit and the tenant's application for the return of the security deposit is dismissed without leave to reapply.

### Conclusion

The tenant's application for the return of the security deposit has been dismissed. The landlords have been awarded the sum of \$550.00 and will retain the security deposit in the said amount in full and final satisfaction of their 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: October 11, 2016

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Residential Tenancy Branch