



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on August 8, 2016 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for money owed or compensation for damage or loss;
- an order allowing the Landlord to keep all or part of the security deposit or pet damage deposit; and
- an order granting recovery of the filing fee.

The Landlord attended the hearing on his own behalf and provided affirmed testimony. The Tenants did not attend the hearing.

The Landlord testified that the Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, was served on the Tenant J.K. by registered mail at the forwarding address provided on August 11, 2016. In support, he provided a Canada Post registered mail receipt. Pursuant to sections 89 and 90 of the *Act*, documents served in this manner are deemed to have been received five days later. I find the Tenant J.K. is deemed to have been served with the Landlord's Application package on August 16, 2016.

The Landlord also testified that his Application package was served on the Tenant M.T. in person on August 11, 2016. In support, the Landlord provided a hand-written statement, signed by the Tenant M.T., confirming receipt on that date. I find the Tenant M.T. was duly served with the Landlord's Application package on August 11, 2016.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

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 a monetary order for money owed or compensation for damage or loss?
2. Is the Landlord entitled to an order allowing him to keep all or part of the security deposit or pet damage deposit?
3. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord submitted into evidence a copy of the written tenancy agreement between the parties. The agreement confirms a fixed-term tenancy was in effect for the period from June 1, 2015 to May 31, 2016. However, the relationship between the Tenants deteriorated and the Tenant J.K. moved out in the months leading up to the end of the term. Although the Tenant M.T. signed a new tenancy agreement with the Landlord, that new tenancy agreement is not the subject of this hearing. The Tenants paid rent in the amount of \$1,175.00 per month. At the beginning of the tenancy, the Tenants paid a security deposit of \$587.50. However, the Tenants subsequently asked the Landlord if they could have a pet in the rental unit, which the Landlord approved. At the Landlord's request, the Tenants paid a pet damage deposit of \$587.50. The security and pet damage deposits held by the Landlord total \$1,175.00.

The Landlord claims a number of expenses for repairs that were needed to the rental unit. In support, he provided a copy of the condition inspection report, signed by both Tenants, a number of receipts for materials, and a table summarizing the expenses incurred.

First, the Landlord claimed \$60.66 for materials and labour to repair a damaged screen door. Damage to the door was acknowledged in the condition inspection report.

Second, the Landlord claimed \$256.39 for materials and labour to replace a damaged bathroom door, and to replace trim and shims when the door was replaced. Damage to the bathroom door was acknowledged in the condition inspection report.

Third, the Landlord claimed \$256.39 for materials and labour to replace a damaged bedroom door, and to replace trims and shims when the door was replaced. Damage to the bedroom door was acknowledged in the condition inspection report.

Fourth, the Landlord claimed \$62.90 for materials and labour to replace a length of baseboard that had been chewed by the Tenants' dog. Damage to the trim was acknowledged in the condition inspection report.

Fifth, the Landlord claimed \$110.00 for materials (a gallon of paint) and labour to paint bedroom doors and trim. As noted above, damage to the doors and trim were acknowledged in the condition inspection report.

Sixth, the Landlord claimed \$244.00 for materials and labour to replace a mirrored door panel in the master bedroom. A broken mirror door was acknowledged in the condition inspection report, and a receipt was provided in support.

Seventh, the Landlord claimed \$157.50 to have the carpets professionally cleaned.

The Landlord also sought to recover the \$100.00 filing fee paid to make the Application, and asked to apply the security and pet damage deposits held in partial satisfaction of the claim.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

The Landlord provided undisputed and affirmed testimony, and documentary evidence, in support of his claim. Neither of the Tenants attended the hearing although both were duly served with the Landlord's Application package.

The Landlord testified the amounts claimed were actual expenses he incurred to make repairs to the rental unit. His total claim, as indicated on the Application, was for \$1,147.84. Accordingly, I find the Landlord is entitled to a monetary award of \$1,147.84 for materials and labour needed in the rental unit at the end of the tenancy.

Having been successful, I also find the Landlord is entitled to a monetary award of \$100.00 in recovery of the filing fee. In addition, the Landlord requested that the security deposit (\$587.50) and pet damage deposit (\$587.50) be applied in partial satisfaction of the claim, which I allow.

Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$72.84, which has been calculated as follows:

Claim	Amount
Repairs (materials and labour):	\$1,147.84
Filing fee:	\$100.00
LESS security and pet damage deposits:	(\$1,175.00)
TOTAL:	\$72.84

Conclusion

The Landlord is granted a monetary order in the amount of \$72.84. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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, 2017

Residential Tenancy Branch