



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MACDONALD COM

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenants did not attend this hearing, although I waited until 1:55 p.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord's agent attended the hearing and was given a full opportunity to provide sworn testimony and present evidence.

The landlord testified that on September 16, 2016, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to both tenants by registered mail. The landlord's agent provided registered mail tracking numbers in support of service. The registered mail was sent to the forwarding address provided by the tenants during the move-out inspection.

Based on the above evidence, I am satisfied that the tenants were deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenants.

Preliminary Issue – Amendment to Landlord's Application

Paragraph 64(3)(c) of the Act allows me to amend an application for dispute resolution.

At the hearing, the landlord's agent asked to amend her monetary claim to the amount of \$1653.66 which is less than the original amount claimed. The landlord's request for an amendment was allowed.

Issues

Is the landlord entitled to a monetary award for damage to the rental unit?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on October 1, 2014 and ended on August 31, 2016. The tenants paid a security deposit of \$1400.00 at the start of the tenancy which the landlord continues to hold.

The landlord's application included a statement of monetary claim in total of \$1653.66 comprised of the following:

- A receipt for carpet cleaning in the amount of \$356.16 from a cleaning company hired to clean the rental unit at the end of the tenancy. The landlord provided a move-in inspection report as well as photos taken by the landlord reflecting the condition of the carpets at the end of the tenancy.
- A receipt for refinishing the hardwood floors in the amount of \$735.00 incurred by the landlord at the end of tenancy. The landlord provided a move-in inspection report as well as photos taken by the landlord reflecting the condition of the flooring at the end of the tenancy.
- An estimate in the amount of \$300.00 for repairing damage to an entry door. The landlord did not provide the actual receipt for this repair work but testified the repair work was completed and that she had the invoice. The landlord submitted a picture of the door jamb showing damage apparently caused by someone attempting to kick in the door.
- A receipt in the amount of \$262.50 for the removal of junk from the rental unit. The landlord submitted a receipt for this expense and provided pictures of various items such as mattresses and furniture left behind by the tenants on the rental property.

Analysis

Pursuant to section 67 of the *Act*, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim on a balance of probabilities.

I accept the landlord's uncontested evidence and find that the landlord has established the existence of the damage or loss as claimed and that it occurred due to the actions or neglect of the tenants. The landlord has also submitted evidence in support of the actual amounts required to compensate for the loss or repair the damage such as invoices and estimates.

I find the landlord is entitled to a monetary award in the amount of \$1653.66.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$1753.66.

The landlord continues to hold a security deposit and pet deposit in the amount of \$1400.00. I allow the landlord to retain the security deposit and pet deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$353.66.

Conclusion

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$353.66. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 09, 2017

Residential Tenancy Branch