



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") filed March 6, 2017 seeking authorization to retain the security deposit and to recover the application filing fee for this application from the tenant.

An agent for the landlord attended the hearing, and was given a full opportunity to be heard, to present affirmed testimony and documentary evidence, and to make submissions.

As the tenant did attend, service of the notice of hearing and application was considered. The agent testified that the tenant was served with the application and hearing notice along with the evidence by registered mail sent March 9, 2017 to the forwarding address provided by the tenant on the move-out condition inspection report. A Canada Post customer receipt was provided in support. In accordance with sections 89 and 90 of the Act, I find that the tenant was served on March 14, 2017, five days after the registered mailing.

### Issue(s) to be Decided

Is the landlord entitled to retain some or all of the security deposit?

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

### Background and Evidence

A copy of the tenancy agreement was in evidence. It indicates a monthly rent of \$1,500.00 due on the first day of the month for a tenancy commencing on February 1, 2016. A security deposit of \$750.00 was paid at the beginning of the tenancy and remains in the landlord's possession.

The landlord's agent testified that this tenancy ended on February 29, 2017 and that a move-out inspection was conducted on March 1, 2017. A copy of that report was in evidence. It includes the tenant's forwarding address.

The move-in section of the condition inspection report indicates that the unit was brand new at the beginning of this tenancy. The move-out section of the report indicates some damage to the walls and door frames.

In the section where the tenant is meant to sign if he agrees to certain deductions from the security deposit, the landlord has written in an estimate of \$200.00 for wall repair, \$150.00 for carpet cleaning, a replacement cost of \$3.50 per light bulb. The tenant has signed this section but there is no specific or total amount to which the tenant appears to be agreeing to have deducted.

In the section setting out damage to the unit for which the tenant is responsible, the landlord has indicated the wall damage, door frame repair, carpet cleaning, and burnt out light bulbs. Here the tenant has indicated that he does not agree the report fairly represents the condition of the unit but does not say why.

The landlord provided photographs of some gouges to the walls and some relatively minor damage to door frames. The agent said that the landlord informs tenants that they may mount pictures on the walls with finishing nails but that anything that is mounted with larger nails or screws must be repaired at the end of tenancy.

One of the landlord's concerns is with the damage to the wall resulting from the mounting of a television screen. The agent testified that the landlord was required to patch and repair four large holes as a result of the way the television was mounted. Photos were provided in support.

Photographs of a slightly chipped door frame and some gouges to two walls and a wooden door frame were also in evidence. Also in evidence was an invoice for \$210.00 for repairs (paint and labour, patching and repainting) for the damage to the walls and door frame.

The landlord also claims for the cost of carpet cleaning and an invoice for \$157.50 was included in evidence.

The landlord's agent advised that it withheld the costs of carpet cleaning and wall repair as well as the \$100.00 application filing fee, and that the tenant was refunded the balance of \$282.50.

Analysis

I have reviewed all documentary evidence and have heard the undisputed evidence of the landlord. I accept that the tenant caused the damage set out by the landlord and that he is responsible for the cost of repairs to the walls and door frames, as well as for the cost of carpet cleaning.

Residential Tenancy Policy Guideline #1 states that the tenant may be responsible for repair of larger nail holes or screw holes. It also states that the tenant is generally responsible for having the carpets professionally cleaned at the end of a tenancy of one year.

Accordingly, I find that the landlords are entitled to withhold the amounts claimed for these items.

As the landlord has been successful in this application, the landlord is also entitled to recover the \$100.00 filing fee from the tenant.

In accordance with s. 32 of the Act, I allow the landlord to retain the amounts it has retained from the tenant's security deposit.

Conclusion

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act and is final and binding under s. 77 unless otherwise indicated in the Act.

Dated: August 02, 2017

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Residential Tenancy Branch