



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, FF

Introduction

On June 13, 2017, the Landlord submitted an Application for Dispute Resolution for a monetary order for damage to the unit; to keep the security deposit and or pet damage deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlord's agent ("the Landlord") attended the hearing; however, the Tenant did not.

The Landlord testified that the Notice of Hearing was served to the Tenant using registered mail on July 19, 2017. The Landlord provided a copy of the registered mail tracking number as proof of service. I find that the Tenant was served with the Notice of Hearing and Landlord's Application in accordance with sections 89 and 90 of the Act.

The Landlord provided affirmed testimony and was provided the opportunity to present his evidence orally and in written and documentary form, and to make submissions at the hearing.

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

- Is the Landlord entitled to compensation for damage to the unit?
- Is the landlord entitled to compensation due to a strata fine?
- Is the Landlord entitled to retain the security deposit in partial satisfaction of the claims?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy commenced on April 16, 2016. The Tenant paid the Landlord monthly rent in the amount of \$1,900.00. The Tenant paid the Landlord a security deposit of \$950.00. The Landlord provided a copy of the tenancy agreement; addendum; and form K strata rules.

The Landlord testified that when the Tenant moved out on June 30, 2017, there were costs due to damage to the unit and a strata bylaw fine.

The Landlord is requesting compensation for the following items:

- Bylaw violation -\$200.00
- Damage \$200.00
- Key \$20.00
- Filing fee \$100.00

By-Law Violation

The Landlord testified that the Tenant breached a strata rule regarding a requirement for occupants to notify the strata when an occupant is moving out. The Landlord was assessed a \$200.00 fine, and the Landlord paid the fine.

Damage

The Landlord testified that the Tenant was responsible for damage done to a wall in a bedroom. The Landlord provided a photograph taken of the wall at the start of the tenancy and a photograph taken at the end of the tenancy showing the damage. The Landlord paid \$150.00 to have the wall repaired.

Key

The Landlord is seeking to keep a \$20.00 key deposit. The Landlord testified that the Tenant failed to return a key to the unit at the end of the tenancy. The Landlord provided a copy of the key deposit agreement.

Security Deposit

The Landlord is requesting to keep part of the security deposit in full satisfaction of his claim. The Landlord applied to retain the security deposit on July 13, 2017.

Analysis

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

The Tenant is deemed served with the Notice of Hearing, and he failed to attend the hearing. The Landlord's claims are un-opposed.

By-Law Violation

I find that the Tenant agreed to the terms of the tenancy agreement; addendum; and form K strata rules. I find that the Tenant breached the requirement to notify the strata that he was moving out. I find the Tenant is responsible to reimburse the Landlord for the fine of \$200.00 that the Landlord paid.

Damage

I find that the Tenant is responsible to pay for the cost to repair damage to a wall in the rental unit. I award the Landlord \$150.00 for the repair of the bedroom wall.

Key

I authorize the Landlord to keep the \$20.00 for the cost of replacing a key that the Tenant failed to return at the end of the tenancy.

Security Deposit

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was successful with his application, I order the Tenant to repay the \$100.00 of the fee that the Landlord paid to make application for dispute resolution.

The Landlord has established a monetary claim in the amount of \$470.00. I authorize the Landlord to keep \$470.00 from the deposits of \$970.00.

I order the Landlord to return the balance of the deposits in the amount of \$500.00 to the Tenant. I grant the Tenant a monetary order in the amount of \$500.00. The order must be served on the Landlord and may be enforced in the Provincial Court.

Conclusion

The Landlord established a claim in the amount of \$470.00 and I authorize the Landlord to retain \$470.00 from the security deposit and key deposit.

I order the Landlord to return the balance of the deposits in the amount of \$500.00 to the Tenant. I grant the Tenant a monetary order in the amount of \$500.00.

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: January 11, 2018

Residential Tenancy Branch