



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MND, MNSD, MNDC, FF

Introduction

On August 2, 2017, the Landlord submitted an Application for Dispute Resolution seeking a monetary order for damage to the rental unit; to keep all or part of the security deposit; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Landlords agents ('the Landlord') attended the teleconference hearing; however, the Tenants did not. The Landlord provided affirmed testimony that the Tenants were served with the Notice of Hearing and Application by registered mail on August 2, 2017. The Landlord provided the registered mail tracking numbers as proof of service.

The Landlord testified that the Notice of Hearing packages were sent to the forwarding address provided by the Tenants at the end of the tenancy. The Landlord provided a copy of a Condition Inspection Report that contains the address of the Tenants. The Landlord testified that the registered mail was signed for and picked up by the Tenants. I find that the Tenants have been duly served with the Notice of Hearing in accordance with sections 89 and 90 of the *Act*.

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

Issues to be Decided

- Is the Landlord entitled to a monetary order for damage to the unit?
- Is the Landlord entitled to keep the security deposit towards the claims?

Background and Evidence

The Landlord testified that the tenancy began on May 1, 2016, as a fixed term tenancy that continued until July 28, 2017. Rent in the amount of \$1,900.00 was to be paid by the first day of each month. The Tenants paid the Landlord a security deposit of \$950.00. The Landlord provided a copy of the tenancy agreements.

The Landlord is seeking \$690.06 for the cost to replace the freezer door on a refrigerator. The Landlord testified that the rental unit is located in a high end luxury building. The Landlord testified that the unit and all appliances and flooring were new at the start of the tenancy.

The Landlord testified that they noticed a dent in the freezer door of the refrigerator at the end of the tenancy. The Landlord submitted that the door cannot be repaired and must be replaced. The Landlord provided a quote for the replacement of the freezer door. The Landlord testified that they intend to replace the door because the unit is a high end luxury unit and they want it to remain in top condition. The Landlord provided a photograph of the refrigerator.

The Landlord is seeking \$281.00 for the cost to repair scratches and an indentation on the laminate flooring. The Landlord testified that the Tenants are responsible for the scratches and indentation on the flooring. The Landlord has not completed the work to have the floor repairs completed but stated it is their intention to have the areas of damaged floor replaced. The Landlord provided photographs of the damaged flooring.

The Landlord is seeking \$196.00 for the cost to replace a bathroom mirror that was damaged by the Tenants. The Landlord testified that the mirror was not chipped at the start of the tenancy. The Landlord provided a photograph of the damaged mirror.

The Landlord provided a copy of a condition inspection report ("the report") that was completed at the start and end of the tenancy. The report is signed by the Tenant, but it indicates that the Tenant does not agree it fairly represents the condition of the unit because the damage was normal wear and tear on most issues.

The Landlord is seeking to keep the security deposit in the amount of \$950.00 in partial satisfaction of their claims.

Analysis

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

I find that the Tenants are deemed served with the Notice of Hearing and they failed to attend the hearing. The Landlord's claims are un-opposed.

I find that the Tenants are responsible for the damage to the refrigerator, flooring; and bathroom mirror.

I grant the Landlord \$690.06 for the refrigerator door; \$281.00 for the flooring; and \$196.00 for the replacement cost of the mirror.

I authorize the Landlord to keep the security deposit of \$950.00 in partial satisfaction of the claims.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I find that the Landlord has established a total monetary claim of \$1,267.06 comprised of \$690.06 for the refrigerator; \$281.00 for the flooring; \$196.00 for the mirror; and the \$100.00 fee paid by the Landlord for this hearing.

After setting-off the security deposit of \$950.00 towards the claim of \$1,267.06, I find that the Landlord is entitled to a monetary order in the amount of \$317.06. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

Conclusion

The Tenants were served the Notice of Hearing and failed to attend the hearing.

The Tenants are responsible for damage to the rental unit and the costs to repair the damage.

The Landlord established a total monetary claim of \$1,267.06 comprised of \$690.06 for the refrigerator; \$281.00 for the flooring; \$196.00 for the mirror; and the \$100.00 fee paid by the Landlord for this hearing.

The Landlord is authorized to keep the security deposit and I grant the Landlord a monetary order for the balance of the claim in the amount of \$317.06.

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 31, 2018

Residential Tenancy Branch