



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding QUALEX-LANDMARK RESIDENCES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with a landlord's application for monetary compensation for damage to the rental unit and authorization to retain a portion of the security deposit. The tenants did not appear at the hearing. The landlord testified that the hearing package and evidence was sent to each tenant at their forwarding address by registered mail on July 12, 2017 and the registered mail packages were delivered on July 13, 2017. The landlord orally provided the registered mail tracking numbers as proof of service and a search of the tracking numbers confirmed the landlord's statements to be accurate. I was satisfied the tenants were duly served with notification of this proceeding and I continued to hear from the landlord without the tenants present.

Issue(s) to be Decided

1. Is the landlord entitled to compensation from the tenants for damage to the rental unit, as claimed?
2. Is the landlord authorized to make a deduction from the security deposit?

Background and Evidence

The parties executed a tenancy agreement for a tenancy that originally commenced on June 1, 2016 for a fixed term set to end on May 31, 2017 for the monthly rent of \$3,050.00 plus parking and storage fees. The landlord collected a security deposit of \$1,525.00 and a move-in inspection report was completed. The parties executed a second tenancy agreement for a tenancy set to commence June 1, 2017 on a month to month basis for the monthly rent of \$3,150.00 plus parking and storage fees. The tenancy ended on June 30, 2017.

The parties participated in a move-out inspection together and a move-out inspection report was prepared. The landlord noted damage to the fridge door and sought the tenant's authorization to make a deduction of \$777.00 from the security deposit. The tenants did not agree to the deduction, indicating a more reasonable amount to be deducted would be \$150.00 at most.

On July 4, 2017 the landlord mailed to the tenants a refund cheque in the amount of \$748.00 [\$1,525.00 - \$777.00] and filed this Application for Dispute Resolution on July 12, 2017 to seek authorization to deduct \$777.00 from the security deposit. The landlord also seeks to recover the \$100.00 filing fee paid for this Application from the tenants.

The landlord provided copies of the tenancy agreements; condition inspection reports; photographs of the dented fridge door; and, a written estimate for the fridge door replacement. The landlord confirmed during the hearing that the fridge door was in fact replaced and the replacement cost was \$777.00 as reflected on the estimate.

The move-in inspection report reflects the fridge as being new at the start of the tenancy. The landlord submitted that the three dents left in the door at the end of the tenancy constitute damage beyond reasonable wear and tear.

Analysis

Upon consideration of all of the unopposed evidence before me, I provide the following findings and reasons with respect to the landlord's claim against the tenants.

Under section 37 of the Act, a tenant is required to leave a rental unit undamaged at the end of the tenancy; however, reasonable wear and tear is not considered damage. If a tenant leaves the rental unit damaged, the landlord may recover losses associated to damage caused by the actions or neglect of the tenant, or persons permitted on the property by the tenant.

Based on the condition inspection report; the photographs; and the written estimate provided to me, I find I am satisfied that the fridge door was damaged during the tenancy and the damage resulted in a loss of \$777.00 to the landlord. Accordingly, I grant the landlord's request to recover \$777.00 from the tenants by deducting this amount from the tenants' security deposit, as requested. Since the landlord has already refunded the balance of the tenants' security deposit it is unnecessary for me to order return of the balance of the security deposit.

Given the landlord's success in this application, I award the landlord recovery of the \$100.00 filing fee paid for this Application from the tenants, as requested. Provided to the landlord with this decision is a Monetary Order in the amount of \$100.00 to serve and enforce upon the tenants.

Conclusion

The landlord is authorized to deduct \$777.00 from the tenants' security deposit for damage to the fridge. The balance of the security deposit has already been refunded to the tenants by the landlord. The landlord is awarded recovery of the \$100.00 filing fee paid for this Application and I provided a Monetary Order in this amount to serve and enforce upon the tenants.

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 03, 2018

Residential Tenancy Branch