



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

On July 27, 2017, the Landlord submitted an Application for Dispute Resolution for a monetary order for damage to the unit; to keep the security deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlord attended the hearing; however, the Tenant did not. The Landlord testified that she served the Tenant with the Notice of Hearing using registered mail on July 29, 2017. The Landlord testified that she sent the Notice to the forwarding address provided to her by the Tenant on July 19, 2017. The Landlord provided a copy of the registered mail tracking information as proof of service. I find that the Tenant is deemed served with the Notice of Hearing in accordance with sections 89 and 90 of the Act.

At the start of the hearing I introduced myself. The Landlord was provided the opportunity to present her 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 keep the security deposit?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord testified that the tenancy began on May 1, 2016. The Tenant paid the Landlord monthly rent in the amount of \$1,150.00. The Tenant paid the Landlord a security deposit of \$575.00 and a pet damage deposit of \$575.00

The Landlord testified that the Tenant authorized the Landlord to keep the pet damage deposit towards half a month's rent for July 2017. The Landlord provided a copy of a letter where the Tenant authorizes the Landlord to keep the pet damage deposit towards the first half of July 2017. The Landlord is holding the security deposit in the amount of \$575.00.

The Landlord testified that when the Tenant moved out on July 16, 2017, there was damage to the rental unit.

The Landlord is requesting compensation for the following items:

Repair to walls, Door and Lock	\$1,152.20
Rent for 1 Day	\$37.10
Disposal of garbage	\$20.00
Refrigerator	\$365.00
Cabinet Door	\$65.00
Laminate floor	\$40.00

Repair to Walls, Door and Lock \$1,152.20

The Landlord testified that the entire unit needed to be painted. She testified that the Tenant left the walls dirty and damaged. She submitted that the walls of the unit had scratches and holes and black marks. She testified that it cost her \$200.00 for materials and \$740.00 in labour to repaint the unit. The Landlord provided 19 photographs showing the walls in the rental unit.

The Landlord testified that the Tenant is responsible for damage to the door and lock. The Landlord is claiming \$135.00 for the cost to repair the door and lock. The Landlord provided four photographs of the damaged door and lock.

The Landlord provided a receipt dated July 24, 2017, for the cost to have the painting and repairs completed.

1 Day Rent \$37.10

The Landlord testified that the Tenant vacated the rental unit on July 16, 2017, rather than July 15, 2017. The Landlord testified that the Tenant only paid rent up to July 15, 2017, and the Landlord is seeking compensation in the amount of \$37.10.

Disposal of Garbage \$20.00

The Landlord testified that the Tenant left garbage behind on the rental property and the Landlord paid someone \$20.00 to remove it. The Landlord provided two photographs of garbage left behind on the property.

Refrigerator \$365.00

The Landlord testified that the Tenant damaged the stainless steel door of the refrigerator. The Landlord testified that there are scratches and dents in the door. The Landlord testified that the refrigerator was purchased new in 2016. The Landlord testified that it will cost \$85.00 for the service call and \$280.00 for the door replacement. The Landlord provided four photographs showing a damaged fridge door.

Cabinet Door \$65.00

The Landlord testified that the Tenant is responsible for damage to a kitchen cabinet door. The Landlord testified that the door has a melted area. The Landlord provided two photographs of the damaged door. The Landlord testified that it will cost \$65.00 to repair the door.

Laminate floor \$40.00

The Landlord testified that the Tenant is responsible for damage to the laminate flooring. The Landlord testified that the laminate flooring is scratched and damaged. The Landlord provided a photograph of the damaged area of the laminate floor. The Landlord testified that it will cost \$40.00 to replace the piece of laminate flooring.

Analysis

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

The Tenant was served with the Notice of Hearing and failed to attend the hearing to respond to the Landlord's claims.

The Residential Tenancy Policy Guideline # 16 Claims in Damages states:

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

The Residential Tenancy Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises states:

a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest.

I find that the Landlord has provided sufficient evidence to support that the Tenant is responsible for the damage and the costs to repair the rental unit.

I grant the Landlord's request for compensation in the amount of \$1,679.30.

I authorize the Landlord to keep the security deposit of \$575.00 in partial satisfaction of the claim.

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 partially successful with her application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

After setting off the security deposit towards the award of \$1,679.30 and the filing fee of \$100.00, I grant the Landlord a monetary order in the amount of \$1,204.30. The order must be served on the Tenant and may be enforced in the Provincial Court.

Conclusion

I find that the Tenant owes the Landlord the amount of \$1,679.30 for damages to the rental unit and the cost of the \$100.00 filing fee.

I authorize the Landlord to keep the security deposit in the amount of \$575.00 and I grant the Landlord a monetary order for the balance owed of \$1,204.30.

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: February 15, 2018

Residential Tenancy Branch