Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   FF, & MNDL-S

Introduction

This is an application brought by the Landlord requesting a monetary order for damages to the rental unit, and requesting recovery of the filing fee.

The applicant testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on September 12, 2017; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established a monetary claim against the respondent, and, if so, in what amount.

Background and Evidence

The applicant testified that this tenancy began on February 15, 2016, and that the tenants vacated on August 31, 2017.

The applicant further testified that on February 3, 2016 the tenants had paid a security deposit of $617.50.

The applicant further testified that a move in inspection report was done at the beginning of the tenancy, and that I move out inspection report was done at the end of the tenancy, and when that move out inspection was done significant damages were found.

The applicant testified that there were torn window screens and missing window screens that had to be replaced.

The applicant testified that a window hinge was totally missing from one of the Windows causing it to hang lopsided.

The applicant testified that the tenants also damaged a door and door frame, and as a result it had to be replaced and repaired.

The applicant testified that, in the bathroom, the toilet flange was broken and the toilet was loose, a portion of the sink stopper mechanism was missing, and the toilet seat was broken.

The applicant testified that the dishwasher door had a large dent in it and therefore the door skin had to be replaced.

The applicant is therefore requesting a monetary order as follows:

Replacement window screens	$78.40
Replacement window hinge	$196.00
Replacement parts for bathroom damage	$125.75
Replacement door skin	$174.04
Labor to do all the above repairs	$926.25
Filing fee	$100.00
Total	$1600.44

The applicant also requests an order allowing him to keep the full security deposit of $617.50 toward this claim and requests that a monetary order be issued for the balance.

Analysis

I have reviewed all the documentary evidence, photo evidence, and when taken into consideration with the sworn testimony of the applicant it is my finding that the applicant has established the full claim.

It is clear from the evidence provided that the tenant left this rental unit with damage that did not exist at the beginning of the tenancy, when the move-in inspection report was done.

It is also my finding that the applicant has established that he actually incurred the costs he is claiming as he has provided receipts along with his application.

It is my decision therefore, pursuant to section 62 of the Residential Tenancy Act that I will allow the full damages claim of $1500.44, and recovery of the $100.00 filing fee.

Conclusion

I have allowed the landlord's full claim of $1600.44 and I therefore order, pursuant to section 38 of the Residential Tenancy Act, that the landlord may retain the full security deposit of $617.50, and pursuant to sections 67 and 72 of the Residential Tenancy Act I have issued a Monetary Order for the respondents to pay $982.94 to the applicant.

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: March 08, 2018

_____
Residential Tenancy Branch