



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RIVERWALK VILLAS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was scheduled to deal with a landlord's application for compensation for damage to the rental unit and authorization to retain the tenants' security deposit and pet damage deposit. The tenants did not appear at the hearing. The landlord's agent testified that the hearing documents were sent to the tenants at their forwarding address via registered mail. The landlord had provided a copy of the tenant's notice to end tenancy and move-out statement which include the tenant's forwarding address. The landlord orally provided two registered mail tracking numbers and testified that the registered mail packages were delivered. A search of the tracking numbers showed that the registered mail was delivered to the tenants on November 16, 2017. I was satisfied that 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. Has the landlord established an entitlement to recover compensation from the tenants for damage to the rental unit as claimed?
2. Is the landlord authorized to make deductions or retain the security deposit and pet damage deposit?

Background and Evidence

The tenancy started on November 16, 2015 and ended on October 31, 2017. The tenants had paid a security deposit of \$375.00 and a pet damage deposit of \$375.00. The tenants participated in a move-in inspection and the landlord prepared a move-in inspection report. The tenants appointed an agent to participate in the move-out inspection and the landlord prepared a move-out inspection report. The tenant's agent signed the move-out report to demonstrate she participated in the inspection and

agreed with the landlord's assessment of the rental unit but the tenant's agent did not authorize the landlord to make any deductions from the tenants' security deposit or pet damage deposit.

On November 3, 2017 the landlord filed this Application for Dispute Resolution to seek compensation of \$650.00 from the tenants for damage to the rental unit based on estimates at the time. The landlord also requested recovery of the \$100.00 filing fee paid for this Application for Dispute Resolution. The landlord's agent stated that the actual costs were greater than the estimates; however, the landlord seeks only to recover the amounts requested by way of the Application for Dispute Resolution.

The landlord's damage claim was comprised of two elements: damage to the bathroom door and damage to the carpeting, as follows:

The landlord requested compensation of \$250.00 to replace a seriously burned bathroom door. The landlord suspects that the tenants may have left a lit cigarette on top of the bathroom door. The landlord stated that the damage was so significant that the door could not be repaired or salvaged. The landlord provided photographs; the condition inspection reports; and a written estimate in support of this claim.

The landlord requested compensation of \$400.00 to replace carpeting in the rental unit. The landlord testified that there were multiple cigarette burns in the carpeting, especially in the bedroom and living room. The landlord provided photographs; condition inspection reports; and a written estimate in support of this claim.

The landlord seeks to retain the tenants' security deposit and pet damage deposit in satisfaction of the landlord's claims for damage and recovery of the filing fee paid for this Application for Dispute Resolution.

Analysis

Under section 37 of the Act, a tenant is required to leave a rental unit undamaged at the end of the tenancy. If a tenant fails to meet this obligation the landlord may pursue the tenant for compensation for damage caused by the tenant or persons permitted on the property by the tenant.

Upon review of the unopposed condition inspection reports and the photographs provided to me, I accept that the bathroom door and the carpeting were burned, likely by cigarettes or something similar, during the tenancy. I find the burns to be multiple

and significant and that damage was caused by the tenants, or persons permitted on the property by the tenants, and the damage was not rectified by the tenants. Therefore, I find the landlord is entitled to compensation for this damage from the tenants.

The landlord provided a written estimate in support of the amounts claimed and I accept that the actual costs were the same or greater than the estimates as described by the landlord. Therefore, I grant the landlord's request to recover \$650.00 from the tenants for damage to the property.

I further award the landlord recovery of the \$100.00 filing fee paid for this application.

In light of the above, I find the landlord is entitled to compensation from the tenants in the total amount of \$750.00. This amount is equivalent to the sum of the tenants' security deposit and pet damage deposit. Therefore, I authorize the landlord to retain the tenants' security deposit and pet damage deposit in full satisfaction its claims against the tenants as requested.

Conclusion

The landlord is authorized to retain the tenants' security deposit and pet damage deposit in full satisfaction of the landlord's claims against 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: June 07, 2018

Residential Tenancy Branch