



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and documentary evidence (the “Materials”) by registered mail on October 18, 2019 to the forwarding address provided by the Tenant in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials on October 23, 2019. The Landlord confirms that a copy of the documentary evidence provided to the RTB on January 27, 2020 was given to the Tenant by registered mail on the same day. The Landlord confirms that the Tenant’s email address provided in the Landlord’s application is the same email address provided by the Tenant as set out on the tenancy agreement. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Undisputed Background and Evidence

The tenancy under written agreement started on October 1, 2018 and ended on September 30, 2019. At the outset of the tenancy the Landlord collected \$1,000.00 as a security deposit. The Parties mutually conducted both a move-in and move-out condition inspection. The Tenant provided its forwarding address on the move-out inspection report dated September 30, 2019.

The Tenant left a clothes hanger fixture on a wall unstable. The Landlord repaired the fixture. The Landlord provides an invoice for this cost and claims \$50.00.

The Tenant left scratches on the engineered hardwood flooring. The scratches are more than wear and tear as this type of flooring can withstand normal movement of furniture without damage. The Landlord claims a nominal amount of \$50.00.

Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Given the undisputed evidence of damage to the floor over reasonable wear and tear and considering the nominal amount claimed is reasonable, I find that the Landlord has substantiated an entitlement to **\$50.00**. Given the undisputed evidence of damage to the wall fixture and the invoice setting out repair costs, I find that the Landlord has substantiated an entitlement to **\$50.00**. As the Landlord has been successful with its claims, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$200.00**. Deducting this amount from the security deposit plus zero interest leaves **\$800.00** to be returned to the Tenant forthwith.

Conclusion

I Order the Landlord to retain **\$200.00** from the security deposit plus interest of \$1,000.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for **\$800.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: February 25, 2020

Residential Tenancy Branch