



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WALL FINANCIAL CORPORATION and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67; and
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38.

The hearing was conducted via teleconference and was attended by the landlord. No one was in attendance on behalf of the tenant. The landlord submitted documentary evidence that the tenants were served notice of this application and this hearing by registered mail on November 17, 2020. Canada Post tracking information was submitted in the landlord's evidence to support this. Based on the submissions of the landlord, I find the tenants were served in accordance to section 89 of the *Act*. Therefore, I continued in the absence of the tenants.

Issue to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy?
Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Background, Evidence

The landlord's undisputed testimony is as follows. The tenancy began on May 1, 2018 and ended on September 30, 2020. The tenants were obligated to pay \$1537.00.00 per month in rent in advance and at the outset of the tenancy the tenant paid a \$750.00 security deposit and \$400.00 pet deposit. The landlord testified that he has returned all but \$300.00 of the deposit back to the tenants. The landlord testified that the tenant left over thirty holes in the wall that were patched. The landlord incurred a cost of \$300.00 to repair these holes. The landlord provided written move in and move out condition inspection reports. The landlord seeks an order to allow him to retain the \$300.00 that he holds in trust.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. I address the landlords claim and my findings as follows.

The landlord provided extensive documentation, undisputed testimony, receipts and photos to support their application. I find that the landlord is entitled to retain the \$300.00 he holds in full satisfaction of the claim.

Conclusion

The landlord has established a claim for \$300.00. I order that the landlord retain the \$300.00 security deposit in full satisfaction of the claim.

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 05, 2021

Residential Tenancy Branch