



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PETER WALL MANSION AND
ESTATES and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FFL

Introduction

On March 11, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) 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 set for a conference call hearing. The Landlord’s agents (“the Landlord”) attended the teleconference; however, the Tenants did not.

The Landlord provided affirmed testimony that the Tenants were served with the Notice of Dispute Resolution Proceeding using registered mail sent to both of the Tenants on March 22, 2021, to the address provided by the Tenants at the end of the tenancy. The Landlord provided copies of the registered mail receipts and tracking numbers as proof of service.

I find that the Tenants were served with notice of the hearing in accordance with sections 89 and 90 of the Act. The hearing proceeded.

The Landlord was provided the opportunity to present their 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.

Issues to be Decided

- Is the Landlord entitled to a monetary order for damage to the unit?
- Is the Landlord entitled to keep the security deposit and/ or pet damage deposit towards their claims?

Background and Evidence

The Landlord testified that the tenancy began on January 1, 2017 as a one-year fixed term tenancy that continued thereafter on a month-to-month basis. Rent in the amount of \$2,035.00 was to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit in the amount of \$1,017.50 and a pet damage deposit in the amount of \$400.00.

The Landlord testified that the pet damage deposit of \$400.00 and \$717.50 of the security deposit was returned to the Tenants at the end of the tenancy. The Landlord confirmed they are holding \$300.00 from the security deposit.

Damage

The Landlord testified that the Tenants left a few walls of the rental unit damaged at the end of the tenancy. The Landlord testified that they had to fix the wall damage and repaint the repaired areas. The Landlord hired an outside contractor to complete the repairs. The Landlord testified that the contractor was paid \$300.00 for the repairs. The Landlord provided 8 photographs showing the damage to the walls that had to be patched and painted.

The Landlord is seeking \$300.00 for the repair costs.

Security Deposit

The Landlord is seeking to keep the security deposit of \$300.00 that they are holding in satisfaction of the claim.

The Landlord is also seeking to recover the cost of the \$100.00 filing fee.

Analysis

When a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. To prove the claim, the Applicant must satisfy the following four elements on a balance of probabilities:

1. Proof that the damage or loss exists;
 2. Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act, Regulation or tenancy agreement;
 3. Proof of the actual amount required to compensate for the claimed loss;
- and

4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

Damage

I find that the Tenants left the walls of the rental unit damaged, and they are responsible for the Landlord's costs to repair and paint the walls.

I grant the Landlord the amount of \$300.00 for the repair of the walls.

Security Deposit

The Landlord applied to keep all or part of the security deposit and pet damage deposit.

I accept the Landlord's testimony that they are holding a security deposit in the amount of \$300.00.

I authorize the Landlord to keep the \$300.00 security deposit in full satisfaction of the award for repair costs.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I grant the Landlord a monetary order for the amount of \$100.00. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Tenants are cautioned that costs of such enforcement are recoverable from the Tenants.

Conclusion

The Landlord was successful with their claims for damage to the rental unit. I authorize the Landlord to keep the amount of \$300.00 from the security deposit the Landlord is holding.

I order the Tenants to pay the Landlord the amount of \$100.00 for the cost of the filing fee.

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: August 05, 2021

Residential Tenancy Branch