



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FFL

Introduction

On May 30, 2022, 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 attended the hearing; however, the Tenants did not. The Landlord testified that he served the Tenants with the Notice of Dispute Resolution Proceeding on June 10, 2022 using email. The Landlord testified that the Tenants agreed to use email for the service of tenancy documents. The Landlord provided a copy of an email dated June 9, 2022, where the Tenants agreed to use email to exchange tenancy documents. The Landlord provided an email dated June 10, 2022, where he sent the Tenants the Notice of Dispute Resolution Proceeding and documentary evidence.

I find that the Tenants were sufficiently served with notice of the hearing and failed to attend. The hearing proceeded.

At the start of the hearing, I introduced myself and the participants. The Landlord affirmed testimony and was provided the opportunity to present his 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. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

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 pet damage deposit towards his claims?

Background and Evidence

The Landlord testified that the tenancy began on September 1, 2021, on a month-to-month basis. Rent in the amount of \$2,350.00 was to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit in the amount of \$1,175.00. The Landlord testified that the Tenants moved out of the rental unit near the end of May 2022.

The Landlord is seeking compensation for the following items:

Repair Costs	\$1,000.00
Kitchen faucet repair	\$80.00
Filing fee	\$100.00
	\$1,180.00

The Landlord testified that the Tenants are responsible for damage to the drywall, baseboards, flooring, and the Landlord repaired the damage and painted. The Landlord provided a copy of a Condition Inspection Report completed at the start of the tenancy. The Landlord provided a copy of sixty-three photographs showing damage to the rental unit at the end of the tenancy.

The Landlord testified that he hired a company to repair the unit. The Landlord provided a receipt from a company dated May 28, 2022 for the amount of \$1,080.00 to perform the repairs of the unit.

Security Deposit

The Landlord is seeking to keep the security deposit of \$1,175.00 in satisfaction of the damage claims.

On May 30, 2022, the Landlord applied for dispute resolution making a claim against the security deposit and is seeking to apply the deposit towards his claims for damage.

Analysis

Residential Tenancy Branch Policy Guideline # 16 states the following with respect to types of damages that may be awarded to parties:

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

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

I accept the Landlord's testimony and evidence that the Tenants left the rental unit damaged at the end of the tenancy. I find that the Tenants are responsible for the costs to repair the damage to the rental unit. I accept the Landlord's evidence that he paid \$1,080.00 for the repairs to the unit.

I award the Landlord the amount being claimed of \$1,080.00.

Security Deposit

The Landlord applied to keep all or part of the security deposit. The security deposit will apply to the monetary award granted to the Landlord. I find that the Landlord is holding a security deposit in the amount of \$1,175.00.

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 find that the Landlord has established a monetary claim in the amount of \$1,180.00.

I authorize the Landlord to retain the \$1,175.00 security deposit. After setting off the deposit against the monetary award of \$1,180.00, I find that the Tenants owe a balance of \$5.00 to the Landlord.

I grant the Landlord a monetary order in the amount of \$5.00. 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 his claims for damage of the rental unit. The Tenants are responsible for damage to the rental unit. The Landlord is awarded \$1,180.00.

I authorize the Landlord to keep the security deposit of \$1,175.00 and I grant the Landlord a monetary order for the balance of \$5.00.

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: February 07, 2023

Residential Tenancy Branch