



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

MNSD, MND, MNDC, FF

Introduction

This hearing was convened in response to an application by the tenant and an application by the landlord.

The tenant sought a monetary order for the return of the security deposit and money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The landlord sought a monetary order for damages to the unit, to retain the security deposit in partial satisfaction of a monetary claim, and for the recovery of the filing fee for this application.

The landlord attended the hearing. The tenant did not attend the hearing. Therefore, **the tenant's application is hereby dismissed without leave to reapply**, and my decision reflects only any merits of the landlord's application.

During the hearing, the landlord turned to compromise and verbally amended and reduced their total claim to the amount of \$425.

Evidence and Background

The undisputed evidence before me is as follows. This tenancy started February 01, 2009 and ended July 31, 2009. Rent was \$950 per month. At the outset of the tenancy the landlord collected a security deposit of \$475, which the landlord still retains.

At the end of the tenancy, the landlord and tenant conducted a move out inspection. The landlord supplied a copy of the move out inspection report, which in part, identifies damage to an area of the linoleum in the rental unit (rip in the floor near the living room), and damage (holes and discoloration) to the ceiling in the bedroom from a stripper pole. The landlord submitted into evidence several invoices / repair estimates for remediation of the rental unit well beyond the amount the landlord is claiming, and in particular, inclusive of costs to repair the damage to the floor and the ceiling.

Analysis

I am satisfied the landlord has met the test for damage and loss claims in respect to their claim and has sufficiently mitigated their claim. As a result, I find the landlord is entitled to compensation for damages. I find the landlord's entitlement claim is higher than the amount to which the landlord verbally amended their claim - to a maximum of \$425. As a result, I only grant the landlord **\$425**. As the landlord was successful in their application, I further grant the landlord recovery of the filing fee in the amount of **\$50**, for a total entitlement of **\$475**.

Conclusion

I Order that the landlord retain the deposit and accrued interest of **\$475** in 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: December 14, 2009.
