



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### Dispute Codes:

MNSD, FF

### Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied to retain the security deposit paid by the Tenants and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to each Tenant via registered mail at the service address noted on the Application, on August 12, 2009. The Landlords submitted documentation from Canada Post that corroborates this statement. In the absence of evidence to the contrary, I find that the Tenants were each served with these documents in accordance with section 89 of the *Act*, however the Tenants did not appear at the hearing. The hearing on December 02, 2009 proceeded in the absence of the Tenants.

At the hearing on December 02, 2009 the Landlords requested an adjournment to provide them with the opportunity to submit documentation that demonstrates the cost of repairing the damage to the rental unit. Their request for an adjournment was granted as I find that this information is essential to a proper resolution of this dispute. The Landlords were advised that the evidence they submit to the Residential Tenancy Branch must also be served on the Tenants, by registered mail.

The Landlord submitted additional evidence to the Residential Tenancy Branch on December 21, 2009. The female Landlord stated that this evidence was also served to the Tenant by registered mail at the service address noted on the Application, on December 21, 2009. The Landlords submitted documentation from Canada Post that corroborates this statement.

Both parties were sent notice of the reconvened hearing by the Residential Tenancy Branch. Only the Landlord attended at the reconvened hearing.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to the security deposit paid by the Tenants; and to recover the filing fee for the cost of this Application for Dispute Resolution.

### Background and Evidence

The female Landlord stated that this tenancy began on October 01, 2003; that it ended on June 30, 2009; that the Tenants paid a security deposit of \$400.00 on October 01, 2003; and that the Tenants provided their forwarding address in writing by mail on, or about, July 30, 2009.

The female Landlord stated that the Tenants caused significant damage to the rental unit, however they are not seeking to retain the security deposit and they are not seeking compensation for all of the damages caused to the rental unit.

The female Landlord stated that all of the doors in the rental unit were in good condition at the beginning of the tenancy. She stated that at the end of the tenancy one interior door and door frame was missing from the rental unit; one bi-fold closet door was missing from the rental unit; and three interior doors were damaged to the extent that they needed replacing. The Landlord submitted photographs of the doorway that is missing a door and framing and a photograph of a door that appears to be broken in a manner that is not consistent with normal use. The female Landlord stated that three doors were damaged in a similar manner to the door in the photograph.

The Landlord submitted a receipt from Windsor Plywood, in the amount of \$499.46, that shows the Landlord purchased supplies for replacing these damaged and missing doors. The female Landlord stated that the male Landlord spent approximately three hours replacing the damaged/missing doors.

### Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenants damaged three doors during the course of this tenancy; that two doors went missing during the course of this tenancy; and that one door frame went missing during the course of this tenancy. I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to repair/replace the damaged/missing doors at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenants' failure to comply with the *Act*, which in these circumstances is \$499.46 for supplies.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenants for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$549.46, which is comprised on \$499.46 in unpaid rent and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

I hereby authorize the Landlord to retain the Tenants' security deposit, in the amount of \$400.00, plus interest of \$17.70, in partial satisfaction of this monetary claim. I am unable to grant the Landlord a monetary Order for the total remaining portion of the monetary claim, as the Landlord has only made application to retain the security deposit, and has not made application to recover the full costs of repairing the damage to the rental unit.

I do grant the Landlord a monetary Order for the amount \$50.00 in compensation for the fee paid to file this Application for Dispute Resolution. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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 *Residential Tenancy Act*.

Dated: January 13, 2010.

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Dispute Resolution Officer