



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with a landlord's application for a Monetary Order for damage to the rental unit and authorization to retain the tenant's security deposit and pet deposit. The tenant did not appear at the hearing. The landlord testified that the hearing documents were sent to the tenant at his forwarding address via registered mail on July 13, 2012 and successfully delivered. The landlord provided a registered mail tracking number as proof of service. I was satisfied the tenant was sufficiently served in a manner that complies with the Act and I proceeded to hear from the landlord without the tenant present.

### Issue(s) to be Decided

Is the landlord entitled to compensation for damage to the rental unit?

Is the landlord authorized to retain the tenant's security deposit and pet deposit?

### Background and Evidence

The tenancy commenced September 1, 2009 and the tenant paid a security deposit of \$500.00 and a pet deposit of \$250.00. In February 2012 there was a fire in the kitchen started by a greasy pan. The fire caused significant damage to the property; however, the landlord's insurance policy covered the cost of repairing the property with the exception of a \$1,000.00 deductible. The tenancy ended June 30, 2012.

The landlord testified that the property was in very good condition at the beginning of the tenancy. At the end of the tenancy the landlord requested the tenant's consent to withhold the security deposit and pet deposit in partial satisfaction of the insurance deductible. The tenant would not provide written consent. The landlord proceeded to file this application July 12, 2012.

The landlord provided copies of the following evidentiary documents: the tenancy agreement; receipts for the deposits; a tenant's ledger; and, a receipt for the insurance deductible.

### Analysis

The Act requires that a tenant repair damage caused by the tenant or a person permitted on the property by the tenant. If the tenant does not repair the property the landlord may be entitled to seek compensation from the tenant for losses associated to the damage.

Based upon the undisputed evidence provided to me by the landlord and the absence of any rebuttal by the tenant, I am satisfied that the property was damaged by the actions of the tenant, or a person permitted on the property by the tenant, and the landlord suffered a loss of \$1,000.00 to have the property repaired.

In light of the above, I grant the landlord's request to recover \$1,000.00 from the tenant for damage to the property. I also award the \$50.00 filing fee to the landlord. I authorize the landlord to retain the tenant's security deposit and pet deposit in partial satisfaction of the amounts awarded to the landlord. Therefore, I provide the landlord with a Monetary Order for the balance of \$300.00 [ $\$1,000.00 + 50.00 - 500.00 - 250.00$ ] to serve upon the tenant.

The Monetary Order may be enforced in Provincial Court (Small Claims) as an Order of the court.

### Conclusion

The landlord has been authorized to retain the tenant's security deposit and pet deposit and the landlord has been provided a Monetary Order for the balance of \$300.00 to serve upon the tenant and enforce as necessary.

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: September 26, 2012.

---

Residential Tenancy Branch