



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order to retain the security deposit for the cost of repairs.

Service of the hearing document, by the landlord to the tenant, was done in accordance with section 88 of the *Residential Tenancy Act*. The landlord mailed a copy of her application and the notice of hearing to the tenant, by registered mail to the address that was provided by the tenant, as her forwarding address. The landlord filed a copy of the tracking slip.

Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started in January 2012 and ended on March 31, 2014. The monthly rent was \$1,075.00 payable on the first day of each month. Prior to moving in the tenant paid a security deposit and pet deposit of \$600.00.

In her written submission the landlord stated that he tenant's dog had caused damage to the yard. In addition the fence and sump pump were broken. The landlord filed a letter from the plumber regarding the cause of the breakdown of the sump pump. The letter states that the presence of baby wipes flushed down the toilet caused the breakdown. The landlord also filed an invoice that indicates the cost of the pump was \$755.95. The landlord has applied to retain the security deposit towards the cost of repairs.

**Analysis**

Based on the documentary evidence filed by the landlord and in the absence of any contradictory evidence, I find that the tenant caused damage in excess of the amount of the deposit.

I order that the landlord retain the security deposit of \$600.00 in full satisfaction of the claim.

**Conclusion**

The landlord may retain the deposit of \$600.00.

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: August 07, 2014

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Residential Tenancy Branch

