



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application under the *Residential Tenancy Act* (the "Act") for compensation for damage to the rental unit, authorization to retain a portion of the security deposit, and recovery of the application filing fee.

The tenant did not attend this hearing, which lasted approximately 11 minutes. An agent for the landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony and documentary evidence, and to make submissions.

As the tenant did not attend, service of the landlord's application, notice of hearing, and supporting evidence was considered. The landlord's agent testified that these materials were sent by registered mail on March 8, 2017 to the tenant's forwarding address. A Canada Post registered mail tracking number was provided and is reproduced on the cover page of this decision. In accordance with sections 89 and 90 of the Act, the tenant is deemed to have been served on March 13, 2017, five days after the registered mailing.

Issue(s) to be Decided

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

If so, is the landlord entitled to retain an amount from the security deposit in satisfaction of any monetary award?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy agreement was not in evidence. The landlord's agent testified that the tenancy began March 1, 2015 and ended on February 28, 2017. A security deposit of \$825.00 was paid at the beginning of the tenancy and remains in the landlord's possession.

A condition inspection report was performed on February 28, 2017 and the tenant provided the landlord with her forwarding address in writing at this time. The tenant did not sign over any portion of the security deposit.

The landlord filed this application on March 6, 2017. The landlord claims for the cost of repair to a washing machine. The agent testified that the tenant advised the landlord that there was an issue with her washing machine's drainage. The landlord had an appliance technician attend, and he discovered that a pillow had broken open inside of the washing machine and clogged it. Photographs of the open front of the washing machine show pillow stuffing throughout this part of the machine. A photograph of the machine filled with water when it was not draining properly was also submitted.

An appliance repair invoice in the amount of \$177.99 was also in evidence. It reads in part: "Checked over found pillow fill inside entire machine and jammed in pump . . . Removed water with shop vac and cleaned/cleared pillow fill and advised tenant not to wash pillows in machine."

Analysis

Based on the landlord's undisputed oral and documentary evidence, I find that the tenant damaged the washing machine and that the cost of repair to the landlord was \$177.99.

Section 32(3) of the Act requires tenants to repair damage caused by their actions or neglect. In this case, it was the tenant's decision to wash a pillow that was susceptible to breaking open that caused the damage. The tenant did not attend at this hearing to argue that she was not responsible for the damage and I accept the agent's unchallenged evidence. Accordingly, I find that the landlord is entitled to a monetary award for the cost of repairing the washing machine.

As the landlord has been successful in this application, the landlord is also entitled to recover the \$100.00 filing fee from the tenant.

In accordance with sections 38 and 72 of the Act, I allow the landlords to retain **\$277.99** of the tenant's security deposit in full satisfaction of the monetary award issued in the landlords' favour.

Conclusion

The landlord's application is successful. The landlord is entitled to the repair cost (\$177.99) plus the application filing fee (\$100.00) and is thus authorized to retain \$277.00 from the tenant's security deposit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act and is final and binding pursuant to s. 77 unless otherwise indicated in the Act.

Dated: May 10, 2017

Residential Tenancy Branch