



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Yellowhead Community Services Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNDL, MNDCL, FFL**

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- A monetary award for damages and loss pursuant to section 67;
- Authorization to retain the security deposit pursuant to section 38; and
- Authorization to recover the filing fee from the tenant pursuant to section 72.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The corporate landlord was represented by their agent (the "landlord") who was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they served the tenant with the notice of application and evidence by registered mail sent on November 18, 2020 to the forwarding address provided by the tenant. The landlord submitted a valid Canada Post tracking receipt as evidence of service. Based on the evidence I find that the tenant is deemed served with the landlord's materials on November 23, 2020, five days after mailing, in accordance with sections 88, 89 and 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to retain the security deposit for this tenancy?

Is the landlord entitled to recover their filing fee from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

This fixed-term tenancy began in October 2019. The landlord collected a security deposit of \$367.50 at the start of the tenancy. There was a previous hearing under the file numbers on the first page of this decision wherein the landlord was authorized to deduct \$100.00 from the security deposit and the balance of the deposit held is \$267.50.

The tenancy ended on September 30, 2020. The parties prepared a move-out condition inspection report where various deficiencies in the rental unit were noted. The landlord submits that the actual amount of the damages and loss were not known at the time of the report but they have since completed repairs. The landlord testified that repairs included fixed doors to the rental building and rental unit, replacing appliances that were no longer functioning and various attendant repairs and maintenance. The landlord submits that the total cost of their work is \$704.83.

The landlord testified that they are seeking a monetary award and authorization to retain the deposit for this tenancy but waive their right to any monetary claim above the amount of the deposit.

Analysis

Section 67 of the *Act* states, if damage or loss results from a party not complying with this Act, the regulations or a *tenancy agreement*, the director may determine the amount of, and order that party to pay, compensation to the other party.

I accept the undisputed evidence of the landlord that they incurred some costs for repairs and maintenance of the rental unit and that the amount of their losses is \$704.83. I am satisfied with the testimony of the landlord, the damages noted in the move-out condition inspection report and the invoices and estimates submitted that there was damage beyond reasonable wear and tear from occupancy caused by the tenant and that the cost of the repairs are as stated by the landlord. Accordingly, I issue a monetary award in the tenant's favour in the amount of \$704.83.

As the landlord was successful in their application they are also entitled to recover their filing fee from the tenant.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenant's \$267.50 security deposit in satisfaction of the monetary award issued in the landlord's favour.

The landlord has waived their right to a monetary award above the amount of the deposit held. Accordingly, I will not issue a monetary order for the balance of the landlord's successful claim.

Conclusion

The landlord is authorized to retain the security deposit of \$267.50 for this tenancy.

The landlord has waived their right to the balance of their monetary 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: March 2, 2021

Residential Tenancy Branch