



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      FF, MNDC, MNSD

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The respondents were each served with notice of the hearing by registered mail on June 12, 2009, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request to retain \$447.87 of the \$553.93 security deposit plus interest held by the landlords. The applicants are also requesting an order allowing them to keep a further \$50.00 to cover the cost of the filing fee that was paid for this hearing.

### Background and Evidence

The applicant testified that:

- The tenant left the rental unit in need of substantial cleaning and although the landlords paid \$189.00 for cleaning they are only asking for \$180.00.
- The tenant also left the carpets in the rental unit in need of substantial cleaning and therefore there are requesting \$105.99 for carpet cleaning.

- The tenants also broke a window in the rental unit and the cost to repair that window was \$161.08.

The applicants are therefore requesting an order that they be allowed to keep \$447.87 of the security deposit plus interest that they hold. They are also requesting that they be allowed to keep a further \$50.00 to cover the cost of the filing fee that they paid for this Dispute Resolution hearing.

Therefore the total amount of the security deposit plus interest that the respondents wish to keep is \$497.80.

## Analysis

It is my decision that the applicants have met the burden of proving the full amount that they are claiming. It's obvious from the evidence presented that the rental unit was left in need of substantial cleaning, and carpet cleaning, and that a window was left in need of repair.

The landlords have supplied invoices to show the actual costs of a cleaning and repairs, the total of which is higher than what they are claiming.

## Conclusion

I hereby order that the landlords may retain \$497.87 of the \$553.93 security deposit plus interest, and the remainder, totalling \$56.06, must be returned to the tenant's.

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*.



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Dated: September 17, 2009.

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Dispute Resolution Officer