



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This hearing dealt with the landlords' Application for Dispute Resolution for a monetary order to keep all or part of the security deposit and for damages to the unit, site or property.

Issues(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary Order for damages; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenancy began on October 1, 2008 as a 1 year fixed term tenancy that converted to a month to month tenancy on October 1, 2009 for monthly rent of \$1050.00 due on the 1st of the month; a security deposit of \$525.00 was paid on September 15, 2008.

The landlords submitted the following documents into evidence:

- A Summary Events for the dispute address from August 2009 to October 15, 2009;
- 21 photographs of the condition of the rental unit;
- A copy of a statement for rent paid for October 2009;
- Several emails between the landlord and tenant, including an email and attachment dated September 6, 2009 providing the landlord with notice that the tenant's wanted to end the tenancy at the end of September, 2009; and
- A document outlining the detailed calculation of the monetary claim.

The landlords testified that two offers were made to the tenants to complete a move out inspection. One offer was made to the female tenant on September 28, 2009 by the female landlord; this offer was turned down by the female tenant. The second offer was made by the male landlord to the male tenant on September 24, 2009; this offer was also turned down.

The landlords' monetary claim is detailed in the following table:

Description	Amount
Cleaning	\$375.00
Flooring replacement	\$125.00
Total	\$500.00

Analysis

Section 37 of the *Act* requires when tenants vacate a rental unit that they must leave it reasonably clean, and undamaged except for reasonable wear and tear. From the photographic evidence and in the absence of any contradictory evidence or testimony from the tenants, I find the tenants failed to meet this obligation.

Based on the landlords' testimony and in the absence of any contradictory evidence or testimony from the tenants, I accept the landlords met their obligations under Section 35 (2) of the *Act* to provide the tenants with at least 2 opportunities for a move out inspection.

With the exception of the half hour claimed by the landlord to install locks, I find the landlords' costs for cleaning and repairs to be reasonable and warranted. The changing of locks, at the end of any tenancy is the landlord's responsibility. The landlord is entitled to \$375.00 minus \$12.50 (cost of ½ hour to replace locks).

In relation to the flooring replacement, the landlord testified the flooring was approximately 4 years old and after this tenancy had irremovable stains. I accept this cost resulted from damage caused by the tenants.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$537.50** comprised of \$362.50 cleaning and repairs; \$125.00 flooring replacement and the \$50.00 fee paid by the Landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$527.32 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$10.18**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: January 13, 2010.

Dispute Resolution Officer