



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Although duly served with the Application for Dispute Resolution and Notice of Hearing by registered mail, sent on April 15, 2010, and deemed under the Act to be received five days later, the Tenants did not appear.

An Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenants?

Background and Evidence

This tenancy began on August 1, 2009, with the parties entering into a written tenancy agreement. The parties agreed to a monthly rent of \$725.00, and the Tenants paid the Landlord a security deposit of \$362.50 on July 14, 2009.

The Tenants vacated the property on March 31, 2010, however, the Landlord is claiming it has incurred costs to clean and repair the rental unit due to the condition the rental unit was left in by the Tenants.

In evidence the Landlord submitted photographs of the rental unit, receipts for work done and copies of the incoming and outgoing condition inspection reports.

The Agent for the Landlord testified that the tenancy agreement required the Tenants to use professional carpet cleaners to have the carpets cleaned at the end of the tenancy. The Tenants rented a machine to do the carpets themselves. The Landlord submitted photographs of the carpets which show the carpets not fully cleaned.

The Landlord alleges the Tenants drilled holes in the wall to install a television wall mount. When the tenancy ended the Tenants did not do a good job filling the holes and used a different colour of paint to cover the work. There were also significant scrapes and damaged corners on the walls, which required repairs and painting.

The Landlord also alleges the Tenants failed to clean the rental unit to a reasonable standard, including the stove, fridge and windows sills.

The Landlord claims \$75.00 for the cost of cleaning the rental unit, \$150.00 for repairing and painting the walls, \$140.00 for professional carpet cleaning, and \$50.00 to recover the filing fee for the claim.

Analysis

Based on the above, the uncontradicted testimony, evidence and photographs, and on a balance of probabilities, I find that the Tenants breached the Act and tenancy agreement, when they did not clean the unit, or make necessary repairs, or have the carpets professionally cleaned and these breaches have caused losses to the Landlord.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], 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 find that the Landlord has established a total monetary claim of **\$415.00** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the Landlord retain the deposit of **\$362.50** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$52.50**.

This order 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: August 18, 2010.

Dispute Resolution Officer