



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the landlords. They have applied for an Order allowing them to keep all or part of the security deposit and to recover the filing fee paid for this application.

Service of the hearing documents was done in accordance with section 89 of the *Act*. They were sent to the tenant by registered mail on May 14, 2010. The tenant confirmed she had received them.

Both parties appeared, gave their testimony, were provided the opportunity to present evidence, make submissions and to cross-examine the other party. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

Are the landlords entitled to keep all or part of the tenants' security deposit?

Background and Evidence

This fixed term tenancy started on April 15, 2009 and ended on April 30, 2010. The tenant paid a monthly rent of \$1,250.00 on the first of each month. The tenant paid a security deposit of \$625.00 on April 11, 2009. A move in and a move out condition inspection was completed at the start and end of the tenancy. The tenant gave the landlord her forwarding address on May 03, 2010.

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The landlord testifies that at the end of the tenancy the tenant was given at least two opportunities to attend the move out inspection. The male landlord states the tenant was present at the beginning of the inspection but left the rental unit and did not return. The landlord states that they waited for over one hour and attempted to contact the tenant to ask her to return and sign off on the inspection report but she failed to return their calls.

The landlord testifies that the tenant did not clean the carpets at the end of the tenancy. The landlord states that this is something they normally do and the tenants are informed of this charge. The landlords had the carpets cleaned at a cost of \$78.75. The tenant does not dispute this charge.

The landlord states the tenant was reminded to clean the oven at the end of the tenancy or a charge would be applied. The landlord states that it appeared as if the tenant had made an attempt to clean the oven but it was still very dirty and the landlords cleaned it at a cost of \$50.00.

The landlords have also itemised charges to the tenant for a burnt out oven light of \$2.11; a missing broiler pan at \$23.52; 15 burnt out light bulbs at \$40.30; a missing ice cube tray at \$0.70; a missing door stop at \$1.50; a missing sink stopper at 10.08; two bent window screens at \$50.40; and rekey of two deadbolts and cutting of two keys at \$38.08. The landlord also seeks to recover \$80.00 for cleaning the rental unit. He claims this took seven hours for three people at \$15.00 per hour. However, the landlord only seeks to recover the sum of \$80.00 for this work.

The landlords seek to keep \$375.44 from the tenants' security deposit of \$625.00 and the remainder will be returned to the tenant. The landlord has provided the tenancy agreement, the move in and move out condition inspection reports and the inspection summary report in evidence. The landlords have also provided the e-mail correspondence concerning conversations with the tenant with regards to her attendance at the inspection and attempting to meet with her after the inspection to sign the paperwork.

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The tenant disputes some of the landlord's claims. The tenant testifies that she did attend some of the condition inspection with the landlord but decided to leave because she did not agree with the landlord's comments or what he was putting in the report and felt it was detrimental to her health to stay. The tenant claims she cleaned the rental unit at the start and end of the tenancy. The tenant testifies that she had cleaned the oven and disagrees that the two window screens were bent.

The tenant testifies that she disagrees with the charges for burnt out light bulbs and the rekeying of the locks. The tenant claims she took photographs at the end of the tenancy but has failed to provide them in evidence as her phone fell into the toilet.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. I find the landlord has complied with the *Act* with regard to completing the move in and move out condition inspection reports. A condition inspection report is intended to serve as some objective evidence of whether the tenant is responsible for damages to the rental unit during the tenancy or if she has left a rental unit unclean at the end of the tenancy.

The purpose of having both parties participate in a move in and move out condition inspection is to provide evidence of the condition of the rental unit at the beginning of the tenancy so that the Parties can determine what damages were caused during the tenancy.

Section 36 of the *Act* states the right of a tenant to the return of her security deposit is extinguished if the landlord has complied with the *Act* and offered at least two opportunities for the tenant to attend an inspection and the tenant has failed to participate.

I find the tenant was in attendance at the start of the inspection but failed to stay for the remainder of the inspection or to sign the inspection report to agree or disagree with the landlords findings contained in the report. Consequently, I find the tenant has extinguished her



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right to the return of the security deposit. However the landlord has stated that they will return the remainder of the security deposit to the tenant after their deductions.

It is my decision that the evidence presented by the landlords concerning damages and cleaning are sufficient to uphold their application to keep **\$375.44** from the security deposit and I Order them to retain this amount pursuant to section 38 (4)(b) of the *Act*.

As the landlords have been successful with their claim I find they are entitled to recover their **\$50.00** filing fee from the tenant pursuant to section 72(1) of the *Act* and may retain this amount from the security deposit.

Conclusion

The landlords have established their claim to keep **\$425.44** from the tenants' security deposit. The remainder of the security deposit of \$199.56 must be returned to the tenant as agreed by the landlord.

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: September 28, 2010.

Dispute Resolution Officer