



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 the landlord's application for authorization to retain part of the tenants' security deposit and to recover the filing fee paid for this application. The tenants did not appear at the hearing. The landlord testified that she served each of the three co-tenants with notification of this hearing by registered mail sent to the forwarding address provided in writing by the tenants. As evidence of service the landlord provided three registered mail tracking numbers and testified that a search of the tracking numbers showed that all of the registered mail packages were successfully delivered. Having been satisfied the tenants were sufficiently served with notification of this hearing I proceeded to hear from the landlord without the tenants present.

Issues(s) to be Decided

Has the landlord established an entitlement to retain part of the tenants' security deposit?

Background and Evidence

I was provided the following undisputed evidence by the landlord. The tenancy commenced July 1, 2009 and ended April 30, 2010. The tenants had paid a \$725.00 security deposit June 30, 2009. The landlord and two of the co-tenants participated in a move-out inspection together on April 30, 2010; however, the tenants would not sign the move-out inspection report. The tenants did provide the landlord with their forwarding address on the inspection report.

In making this application the landlord is seeking authorization to retain the following amounts from the security deposit:

Cleaning	\$ 195.00
Painting	150.00
Landscaping	105.00
Estimated hydro bill	147.26
Filing fee	<u>50.00</u>
Total claim against security deposit	\$ 647.26

Upon enquiry the landlord testified as follows. The landlord paid a cleaner \$15/hour for 13 hours to clean the unit. The tenants had patched holes in the walls but touched up the patches with paint that did not match the wall colour requiring the landlord to repaint those walls. The tenancy agreement required the tenants to mow the grass but the tenants failed to do this and the grass was left extremely long. The tenants were responsible for paying 60% of the hydro bills. The landlord estimated the hydro consumption for the last month of tenancy using the previous hydro bill. The actual bill came in after this application was made and the actual amount owed by the tenants is \$132.83.

I also heard that the landlord has already refunded \$127.74 of the security deposit to the tenants.

Provided as evidence by the landlord were copies of bills for cleaning, painting and landscaping as well as a calculation related to the estimated hydro charge. In addition, I was provided copies of the move-in and move-out inspection reports and some photographs of the rental unit.

Analysis

Section 21 of the Residential Tenancy Regulation provides that a condition inspection report completed in accordance with the Regulations is evidence of the condition of the rental unit unless there is a preponderance of evidence to the contrary. The landlord provided photographs of the rental unit and invoices that are consistent with the findings on the move-out inspection report. In the absence of evidence to the contrary, I accept the move-out inspection report reflects the condition of the rental unit on April 30, 2010.

Upon review of the evidence before me I am satisfied that the rental unit required cleaning, some walls required painting because the walls were poorly patched with a paint colour that did not match, and that the grass was left extremely long by the tenants. The landlord provided invoices to substantiate the costs incurred by the landlord to remedy these matters and I approve of the claims for cleaning, painting and mowing.

The tenancy agreement indicates that heat and electricity is not included in rent although I do not see a specific clause requiring the tenants to pay 60% of the hydro bill. I accept that it is reasonable to expect the tenants to pay 60% of the hydro bill as it appears the tenants were renting only a portion of the residential property. I award the landlord the tenants' portion of the hydro bill for the actual cost of \$132.83.

In light of the above findings, the landlord has established an entitlement to damages of \$582.83.

Having heard the landlord has already refunded \$127.74 of the security deposit to the tenants the balance of the security deposit being held by the landlord is \$597.26. I authorize the landlord to retain the balance of the security deposit in satisfaction of the claims for damages and the filing fee paid for this application.

Conclusion

The landlord has been authorized to retain the balance of the tenants' security deposit in satisfaction of damages to the rental unit and the filing fee.

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: October 01, 2010.

Dispute Resolution Officer