



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, MNDC, FF, O

Introduction

This hearing dealt with the landlords' application for a Monetary Order for damage to the rental unit; damage or loss under the Act, regulations or tenancy agreement; authorization to retain the security deposit and pet deposit, and recovery of the filing fee. The tenant did not appear at the hearing. The landlords were represented by the female landlord. The landlord testified that at the end of the tenancy the tenant provided the landlord with a forwarding address in writing and requested return of the security deposit and pet deposit. The landlord provided a registered mail receipt and tracking number as evidence that the landlord served the tenant with notification of this hearing. Having been satisfied the tenant was sufficiently served with notification of this hearing I proceeded to hear from the landlord without the tenant present.

Issues(s) to be Decided

1. Is the landlord entitled to compensation from the tenant under the Act and if so, the amount?
2. Is the landlord entitled to retain the security deposit and/or pet deposit?

Background and Evidence

The landlord testified as follows. The tenancy began in September 2009. The tenant was required to pay rent of \$900.00 on the 1st day of every month. The tenant paid a \$450.00 security deposit and a \$450.00 pet deposit. The tenant vacated the rental unit

May 31, 2010 and the landlord returned \$300.00 of the deposits to the tenant on that day.

The landlord submitted that the tenant damaged the walls in the rental unit with numerous smaller holes and several large holes from installing shelves. In addition, the tenant failed to clean the carpets despite having a pet and visiting dogs in the rental unit. Further, the tenant was smoking marijuana in the rental unit. As a result, the landlord had to have the carpets cleaned, patch and repaint the walls in the rental unit, and lost rental revenue until June 15, 2010.

The landlord provided estimates from two companies showing the cost of patching and repainting the walls would be \$1,470.00 and \$1,490.65 respectively. Upon enquiry, the landlord explained that the male landlord spent one week of his time and used his own supplies to repair and repaint the walls himself. The male landlord also cleaned the carpets using his own cleaning equipment.

I heard that there was no move-in or move-out condition inspection report prepared by the landlords; however, the landlord affirmed that the rental unit did not have damaged walls at the beginning of every tenancy. The landlord further claimed that the walls are touched up between every set of tenants.

Although the landlord was of the position the tenant caused the landlords loss greater than the \$600.00 balance of the deposits, the landlord stated that retention of the balance of the security deposit and pet deposit was acceptable in satisfaction of the landlords' claims.

Provided as evidence by the landlords were photographs of the rental unit and estimates for the wall repairs.

Analysis

The Act requires that at the end of every tenancy a tenant must leave the rental unit undamaged and reasonably clean. Upon review of the photographs and the landlord's testimony, I accept that the tenant caused an excessive number of small holes in the drywall and caused several large holes in the walls from installing shelves. I find this constitutes damage and the tenant is liable to compensate the landlord for repairing the walls.

Consistent with Residential Tenancy Policy Guideline 1: *Landlord and Tenant Responsibilities for Residential Premises*, a tenant is generally required to clean the carpets if the tenancy is longer than one year and after any length of time if the tenant smoked or had pets in the rental unit. Therefore, I find the tenant liable to compensate the landlord for having the carpets cleaned.

I find the landlords satisfied me that the tenant left the rental walls damaged and left the carpets in need of cleaning at the end of the tenancy and I authorize the landlords to retain the \$600.00 balance of the security deposit and pet deposit in satisfaction of the landlords' claims against the tenant.

Conclusion

The landlords have been authorized to retain the \$600.00 balance of the security deposit and pet deposit in full satisfaction of the claims against the tenant.

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 26, 2010.

Dispute Resolution Officer