



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MND, MNR, MNDC, MNSD, FF

### Introduction

This was the hearing of applications by the tenants and by the landlord. The tenants applied for the return of their security deposit including double the amount of the deposit. The landlord applied for a monetary order.

### Issues(s) to be Decided

Are the tenants entitled to the return of their security deposit in whole or part?  
Is the landlord entitled to a monetary order and if so in what amount?

### Background and Evidence

The rental unit is a strata title apartment. The tenancy began on March 1, 2010 for a one year term ending February 28, 2011. The monthly rent, payable on the first of each month was \$1,000.00. The tenants paid a \$500.00 security deposit on February 25, 2010. A condition inspection report was completed at the commencement of the tenancy. The landlord testified that the rental unit had near new laminate flooring, fresh paint and carpets that were cleaned before the tenancy began.

As a result of complaints received from other occupants and complaints from the property manager that the tenants were creating noise and holding loud parties the landlord served the tenants with a one month Notice to End Tenancy for cause dated May 21, 2010. The Notice required the tenants to move out by June 30, 2010. The

tenants did not dispute the Notice. They completed moving out and participated in a condition inspection on July 1, 2010.

The landlord said that:

The walk through revealed considerable damage to the laminate flooring in the kitchen, living room and dining room areas, unclean surfaces in the bathroom and kitchen sinks, tub, showers, faucets. Bathroom toilets were not thoroughly cleaned. Appliances were left unclean both inside and out. The floor was left debris and dust unswept. Damage had been caused to a number of walls and the door to the master bedroom.

One of the tenants lost a set of keys to the rental unit. The tenant C.P. signed the condition inspection report. He noted that he did not agree with the report and wrote as follows: "There are a few dings. The walls appear fine and overall the apartment is clean." Notwithstanding his objections C.P. signed the condition inspection form and agreed to deductions from his security deposit to pay a \$200.00 strata fine and to pay the cost to repair the damage noted by the landlord. According to the landlord she told the tenant that the repairs would exceed the amount of the deposit and she would provide him with the receipt and invoices and advise him of the total cost of the repairs.

The landlord succeeded in having the strata fine cancelled. The landlord claimed payment of the sum of \$1,348.11 that included the following amounts:

Floor removal and replacement	\$626.75
Move-out cleaning services	\$232.95
Carpet cleaning	\$70.00
Front door key replacement	\$50.00
Change locks	\$64.96
Painting touch-up cabinet repair	\$712.32
Unpaid electrical bill	\$91.12

Less security deposit	-\$500.00
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Total: \$1,348.11

The tenant claimed payment of double the amount of the security deposit based on the landlord's failure to return the deposit or make a claim against it within 15 days of the end of tenancy. He noted that the landlord was given the tenants' forwarding address in writing on the move-out inspection report but she did not make her application for dispute resolution until November 15, 2010.

## Analysis

I find that the tenant C.P. agreed in writing that the landlord could retain the tenants' security deposit when he signed the condition inspection form on July 1, 2010. The landlord interpreted that signature as the tenant's agreement to deductions to be determined. Had the tenant refused to sign the form the landlord would have been put on notice that it had to deal with the security deposit by making an application to keep it within 15 days from July 1, 2010. Because the tenant gave his written authority to the landlord to retain sums from the deposit I dismiss the tenants' claim for payment of double the amount of the security deposit.

With respect to the landlord's claim, the tenancy was of short duration; it lasted only four months. The flooring was near new at the beginning of the tenancy. The paint was freshly touched up on March 1<sup>st</sup> and the carpets were recently cleaned. Little wear and tear should have occurred within that period. Apart from the account for eight hours cleaning, and the charges for paint touch-up which on the evidence I find to be excessive I find the landlord's claims are justified. I reduce the claim for cleaning from \$232.96 to \$120.00 and the \$712.32 charge for paint touch-up to \$500.00. The remainder of the claims are allowed in the amounts claimed. I have allowed the landlord's claim in the amount of \$1,522.83. The landlord is entitled to recover the \$50.00 filing fee for her application for a total claim of \$1,572.83. I order that the

landlord retain the security deposit and interest of \$500.00 in partial satisfaction of the award and I grant the landlord a monetary order under section 67 in the amount of \$1,072.83. This order may be registered in the Small Claims Court and enforced as an order of that court.

Dated: December 20, 2010.

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