



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for compensation for cleaning and repair expenses, to recover the filing fee for this proceeding and to keep the Tenants' security deposit in partial payment of those amounts.

The Landlord's agent said she served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail to their respective forwarding addresses on September 15, 2010. Section 90 of the Act says that a document delivered in this manner is deemed to be received 5 days later. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

Issue(s) to be Decided

1. Is the Landlord entitled to compensation for cleaning and repair expenses and if so, how much?
2. Is the Landlord entitled to keep the Tenants' security deposit?

Background and Evidence

This month-to-month tenancy started on April 1, 2010 and ended on September 1, 2010 when the Tenants moved out. Rent was \$725.00 per month. The Tenants paid a security deposit of \$362.50 at the beginning of the tenancy. The Landlord completed a condition inspection report with the Tenants at the beginning and at the end of the tenancy.

The Landlord's agent said that at the end of the tenancy, the Tenants left the unit unclean and that as a result, it required 5 hours of general cleaning. The Landlord's agent also claimed that she incurred expenses for carpet cleaning because the carpets were dirty. The Landlord's agent further claimed that the Landlord incurred expenses for damages caused by the Tenants that were not the result of reasonable wear and tear. In particular, the Landlord's agent said it cost the Landlord \$171.86 to replace an entrance door kicked in by the police to arrest one of the Tenants and \$200.00 for parts and labour to repair a bedroom door, a hole in a kitchen cupboard door, a hole in a

bedroom wall, a gash in a kitchen wall and to replace a smashed medicine cabinet mirror.

Analysis

Section 37 of the Act says that at the end of a tenancy a Tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. RTB Policy Guideline #1 defines “reasonable wear and tear” as natural deterioration that occurs due to aging and other natural forces, where the Tenant has used the premises in a reasonable fashion.”

The condition inspection report shows that the rental unit was clean and in good condition at the beginning of the tenancy but dirty and had damages at the end of the tenancy. The Tenants who participated in the condition inspections signed the report acknowledging that they agreed that the report fairly represented the condition of the rental unit at the beginning and at the end of the tenancy.

I find that the damages in question were not the result of reasonable wear and tear but rather caused by an act or neglect of the Tenants. I also find that the rental unit was not reasonably clean at the end of the tenancy. Consequently, I find that the Landlord is entitled to recover the following amounts:

General cleaning:	\$60.00
Carpet cleaning:	\$156.80
Front door:	\$171.86
Repairs:	<u>\$200.00</u>
Subtotal:	\$588.66

As the Landlord has been successful in this matter, she is also entitled pursuant to s. 72 of the Act to recover from the Tenants the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenants’ security deposit in partial payment of the monetary award. The Landlord will receive a monetary order for the balance owing of \$276.16.

Conclusion

A Monetary Order in the amount of **\$276.16** has been issued to the Landlord and a copy of it must be served on the Tenants. If the amount is not paid by the Tenants, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court.



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

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: January 11, 2011.

Residential Tenancy Branch