



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call to deal with the landlords' application for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlords to retain the security deposit in partial satisfaction of the claim; and to recover the filing fee from the tenants for the cost of this application.

Both landlords attended the conference call hearing, provided evidence in advance of the hearing, and provided affirmed testimony. Despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on September 16, 2010 the tenants did not attend the conference call hearing.

All testimony and evidence received has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Are the landlords entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

This fixed term tenancy began on July 20, 2009 and expired on July 31, 2010, and then reverted to a month-to-month tenancy. Rent in the amount of \$1,550.00 was payable in advance on the 8th day of each month, and there are no rental arrears. At the outset of the tenancy, the landlords collected a security deposit from the tenants in the amount of \$775.00. The tenants vacated the rental unit on August 31, 2010.

The landlords further testified that they secured the services of an agent, who completed the move-out condition inspection report with the tenants on August 31, 2010. During that inspection, it was determined that paint had been spilled on the carpet of one of the bedrooms, and the agent told the tenants they should hire a professional carpet cleaner to remove the paint. Instead, the tenants attempted to remove the paint themselves using bleach which left bleach stains on the carpet. A photograph of the stains was provided in advance of the hearing, and the stains appear to be fairly significant. A copy of the move-in/move-out condition inspection report was also provided in advance of the hearing.

The landlords also testified that the rental unit was new when they purchased it and it remained vacant for a year. The carpet was new, being one year old but not used when the tenants moved in. They provided a receipt for replacing the carpet in that bedroom at \$582.94.

The laundry room door also had a hole in it that did not exist at the time the tenants moved into the unit. The landlords testified that the tenant had stated the door stopper went through the door. The tenants attempted to repair it with what appears to be a patch and drywall putty, however it was not sanded or painted and required proper repair. Further, the doorknob to the laundry room was broken and the door would not remain closed. The move-in condition inspection report shows that the door was not in this condition when the tenants moved into the rental unit. The cost to complete the repairs was \$130.00 plus paint costing \$16.28. The landlords provided receipts for those costs.

The landlords' claim also includes a claim for \$150.00 for parking passes that were not left when the tenants vacated. However, they testified that the tenants have returned them since filing the application and the landlords withdraw that portion of the claim.

The landlords claim \$582.94 for replacing the carpet in the bedroom; \$146.28 for repairing the laundry room door and doorknob; and \$50.00 for recovery of the filing fee for the cost of this application.

The tenants provided the landlords with their forwarding address in writing on the move-out condition inspection report on August 31, 2010.

Analysis

In the circumstances, I find that the landlords have established a claim for \$729.22 in damages. The landlords are also entitled to recovery of the \$50.00 filing fee. I order that the landlords retain the security deposit and interest of \$775.00 in partial

satisfaction of the claim. I further find that the balance due to the landlords from the tenants is \$4.22. The landlords indicated during the hearing that they do not wish a monetary order for enforcement of that amount.

Conclusion

For the reasons set out above, I hereby order that the landlords retain the security deposit in the amount of \$775.00 in full satisfaction of the claim.

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 14, 2011.

Residential Tenancy Branch