



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This was the hearing of applications by the landlords and by the tenants. The landlords applied for a monetary order and an order to retain the tenant's security and pet deposits. The tenants applied for the return of their deposits. The hearing was conducted by conference call. The landlords and the tenants participated in the hearing. the tenants application was set for hearing on January 10, 2011, but it was adjourned and rescheduled to be heard at the same time as the landlord's application.

### Issue(s) to be Decided

Are the landlords entitled to a monetary order and if so, in what amount?

Are the tenants entitled to the return of their deposits, including double the amount of the deposits?

### Background and Evidence

The rental unit is the lower portion of a house in Chilliwack. The landlords live in the upper portion of the house. The tenancy began on September 1, 2009 for a fixed term with monthly rent in the amount of \$1,150.00 due on the first of each month. The tenants paid a security deposit of \$575.00 and a pet deposit of \$575.00 at the commencement of the tenancy.

The tenants gave the landlord written notice on or about July 19, 2010 and moved out before August 31, 2010.

The landlord testified that the tenants' dog damaged baseboards and trim in the laundry room and scratched two bi-fold doors. He claimed \$185.00 for baseboard trim pieces and \$200.00 for two bi-fold doors plus a further \$225.00 labour to repair the area.

The landlord claimed \$50.00 for paint supplies and \$50.00 for labour to paint walls that the landlord claimed were damaged by the tenants or were painted a non-standard colour and had to be re-painted. He said there was writing on some of the walls.

The landlord claimed \$48.00 for carpet cleaning. He claimed \$11.19 and \$58.74 as expenses for weather stripping and repairing a broken floor piece. The landlord claimed a further \$125.00 said to be for five hours cleaning to restore the unit to rentable condition.

The landlord submitted receipts from Canadian tire for purchases in the amounts of \$58.74 and \$11.19. No other receipts or invoices were submitted. The landlord submitted a copy of a condition inspection report. The form was not signed by the tenants either on move-in or on move-out. The move-in portion simply noted: "all good condition".

The tenants testified that there was no move-in inspection. The tenant said that shortly after the tenancy began she pointed out to the landlord that there was pre-existing damage in the laundry room area. She said that the landlord acknowledged that the damage was pre-existing and had been caused by the former tenant's dogs that had been kept locked in the laundry room. The tenant said that her dog was not kept in the laundry room and it stayed in its own kennel kept in a different area of the rental unit.

The tenant said that when they moved into the rental unit the landlord told them that they could re-paint the unit; she said some walls were an unacceptable shade of pink. She testified that the "writing" on the walls was a cling vinyl sticker and not actual writing and could be easily removed. The landlord testified that the paint was damaged removing the stickers.

The landlord claimed that the tenants did not clean the rental unit at the end of the tenancy. The tenants testified that they cleaned the rental unit and it was left in good order. The tenants do not agree with the landlords' claim for cleaning in the amount of \$125.00.

### Analysis and Conclusion

The landlord contended that the tenants participated in a move-in inspection. The tenants did not sign the form and I accept the tenant's testimony that the landlord filled out the form in and handed it to the tenants after the tenancy began. I accept the tenants' testimony that the damage to the laundry room pre-dated their tenancy and the landlord acknowledged that fact to them when they pointed out the damage. I find that

they took the step of pointing out the damage to the landlord precisely because there was no move-in inspection and the landlord handed them the form after they moved in.

I dismiss the landlord's claim for laundry room repairs.

The tenants did painting to the rental unit. There is no written agreement with respect to the change in paint colour and I accept that there was some damage to painted walls. I allow the claim for painting in the amount of \$100.00.

The landlord claimed \$125.00 for five hours of cleaning. The landlord submitted a photograph of a small patch of carpet with some loose debris and paper cuttings. The landlord submitted a photo of some dirt on the floor behind a pulled-out appliance; that was the extent of the photographic evidence.

I allow the landlord's claim for carpet cleaning in the amount of \$48.00. I find that the carpets required cleaning at the end of the tenancy. I do not allow the claims for payment of invoices in the amount of \$58.74 and \$11.19; I find that landlord has not proved that the tenants are responsible for either of those items said to be for weather stripping and a broken floor piece. With respect to the claim for cleaning, the landlord has not provided evidence to show that five hours of cleaning was required. I allow the landlord's claim for one hour of cleaning only in the amount of \$20.00. All other claims by the landlord are denied. The total award to the landlords is the sum of \$168.00. I award the landlords \$25.00 of the \$50.00 filing for their application for a total award of \$193.00

The tenants claimed payment of double the amount of their security and pet deposits, but there is no basis for the claim to double the deposit amounts because the landlords applied to claim the deposits within 15 days of the end of the tenancy.

Residential Tenancy Policy Guideline 17 provides policy guidance with respect to security deposits and setoffs; it contains the following provision:

**RETURN OR RETENTION OF SECURITY DEPOSIT THROUGH ARBITRATION**

1. The arbitrator will order the return of a security deposit, or any balance remaining on the deposit, less any deductions permitted under the Act, on:

- a landlord's application to retain all or part of the security deposit, or
- a tenant's application for the return of the deposit unless the tenant's right to the return of the deposit has been extinguished under the Act. The arbitrator will order the return of the deposit or balance of the deposit, as applicable, whether or not the tenant has applied for arbitration for its return.

The tenants' application for the return of the security deposit was unnecessary; a monetary award for the balance of the deposits could have been granted without an application by the tenants and I therefore decline to award the tenants the filing fee for their application. The balance of the tenants' security deposit and pet deposit after deduction of the award to the landlord is the sum of \$957.00 and I grant the tenants a monetary order under section 67 in the said amount. This order may be registered in the Small Claims court and enforced as an order of that court.

Dated: January 26, 2011.

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