



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties.

The Tenants filed for an order for the return of double their security deposit.

The Landlord filed for orders for damage to the rental unit, to keep the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Are the Tenants entitled to the return of double the security deposit?

Is the Landlord entitled to the monetary relief sought?

Background and Evidence

This tenancy began on January 7, 2010, with the parties entering into a fixed term tenancy agreement. The parties had agreed to the term of one year until January 7, 2011, with a monthly rent of \$700.00 per month. The Tenants paid a security deposit of \$350.00 in instalments in 2010, and no interest has accrued, as per the regulation for 2010 and 2011.

The Tenants wanted to end the tenancy early and the Landlord agreed. The Tenants vacated the rental unit on December 15, 2010.

The main issue of the dispute is the cost of repairs to a door in the rental unit.

Both parties agreed that there were incoming and outgoing condition inspection reports performed. However, the Tenants allege the Landlord was fraudulent in completing the outgoing condition inspection report, in that she added writing to the report after it had been signed by the Tenants.

The Tenants allege that the Landlord added the following on the last page of the report, "repairs needed: bedroom door (hole in door) was punched. Torn of hinge. Sliding glass door vertical blinds need to be replaced. Three panels missing." [Reproduced as written.]

The Landlord denies this allegation and states this was on the report when the Tenants signed it. The Landlord testified that before the Applications were filed the Tenants had agreed they damaged the door, however, they did not agree to what the Landlord wanted them to pay for the repairs.

The Landlord alleges that the male Tenant punched the door and damaged it. The door had to be replaced, as well as the frame and trim, and it had to be repainted. The Landlord testified that the door had come off the hinges and the Tenants had used a nail to hold the hinge in place.

The Landlord also testified that the window blinds had to be replaced as she could not longer get panels to repair them.

The Landlord claims the labour to replace the door and to paint it was \$383.08 and the door itself was \$89.57. The Landlord also claims \$45.00 to replace the window blinds. The total claimed by the Landlord is \$517.65.

Both Tenants testified that the door had not been punched. They further testified that the door did not need to be replaced and that it was an old door.

The Tenants testified that the Landlord had replaced the panels for the blinds before and they did not feel like they should have to pay for the replacement of the blinds.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find as follows:

I do not find that the Tenants are entitled to return of the double the security deposit, as the Landlord did file her claim against it within 15 days of receipt of the Tenants' forwarding address. The Tenants' Application is dismissed without leave to reapply.

I find that the Tenants breached the Act by failing to make repairs to the rental unit before they vacated. I find the Tenants damaged the door and blinds at the rental unit and did not repair them prior to vacating the rental unit. I accept the evidence of the Landlord over that of the Tenants on the issues. I found that the Tenants were equivocal, hesitant and evasive in their responses and testimony, while the testimony and responses of the Landlord were straightforward and clear.

Having found the Tenants breached the Act, section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord have established a total monetary claim of **\$567.65**, comprised of the above described amounts and the \$50.00 fee paid for this application. I order that the Landlord retain the deposit and interest of **\$350.00** in partial satisfaction of the claim and I grant the Landlord an order under section 67 for the balance due of **\$217.65**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: March 24, 2011.

Residential Tenancy Branch