



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, MND, MNR, FF

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenants and one brought by the landlord. Both files were heard together.

The tenant's application is a request for an order for return of double their \$350.00 security deposit for a total order of \$700.00.

The landlord's application is a request for a monetary order in the amount of \$1545.00, a request for recovery of the \$50.00 filing fee, and a request to retain the full security deposit towards the claim.

### Background and Evidence

This tenancy began on June 14, 2010 and ended on June 15, 2011.

The tenants paid a security deposit of \$350.00 on July 14, 2010.

The landlord had a forwarding address in writing by June 17, 2011.

The tenants applied for dispute resolution on June 20, 2011, and the landlord apply for dispute resolution on June 29, 2011.

The landlord testified that:

- The rental unit was new when the tenants moved into it and therefore there was no damage in the rental unit at that time.
- When the tenants moved out of the rental unit there were an excessive number of scratches and dents and holes in the walls and as a result the damage had to be repaired and the walls repainted.
- The tenants left the rental unit very dirty and as a result they had to have cleaners come in and do extensive cleaning and garbage disposal.
- The tenants caused extensive damage to the hardwood flooring and as a result some areas of badly scratched flooring had to be removed and replaced.
- The tenants also failed to return the keys at the end of the tenancy and the keys were not returned until June 16, 2011.
- As a result of the need for significant repairs and cleaning, and failure to return the keys, they lost the rental revenue for the following month.
- They have provided photo evidence that shows all the damage and the need for cleaning and garbage removal.

The landlords are therefore requesting an order as follows:

Painting and fixing walls	\$250.00
Cleaning suite	\$75.00 (their actual cost was \$300.00)
Garbage disposal	\$45.00
Repair hardwood flooring	\$474.20
Lost rental revenue	\$700.00
Filing fee	\$50.00
Total	\$1594.20

The tenants testified that:

- They do not understand the claim for repairing walls and painting as there was only some minor scrapes in the walls when they vacated and they believe this is normal wear and tear.
- They also left the rental unit clean and left no garbage behind.
- There were some scratches to the hardwood floor but only in the bedroom and they do not understand the remainder of this claim.
- They do not believe that they should have to pay for any lost rental revenue, as they return the keys prior to the end of their rental term.

The tenants are therefore requesting that the landlord's application be dismissed and that their security deposit be returned double.

### Analysis

First of all, although no move in inspection report or move out inspection report was done, it's my decision that I prefer the testimony of the landlord over that of the tenant, as the tenant seemed confused and unsure when giving her testimony.

The tenant also changed her testimony on more than one occasion. Originally the tenant testified that the keys were returned to the landlord on June 17, 2011. She later testified that the keys were returned to the landlord on June 18, 2011. The tenant then changed her testimony again and stated that the keys were returned to the landlord on June 8, 2011.

The landlord has also supplied photo and documentary evidence in support of his claim and based on that evidence and the testimony of the landlord is my decision that I will allow the full amount claimed by the landlord.

The evidence clearly shows that this rental unit was left dirty and damaged, and in need of significant cleaning and repairs.

I also allow the landlords claim for recovery of his filing fee.

Further since the landlord filed his claim within the 15 day time limit required under the Residential Tenancy Act, the tenants do not have the right to the return of double their security deposit.

Further although landlord had waived his right to claim against the security deposit for damages, he did still have the right to claim against the security deposit for rent, and since I have allowed the claim for rent, I allow his request to retain the security deposit towards the claim.

### Conclusion

#### Tenant's application

The tenant's application is dismissed in full without leave to reapply.

#### Landlord's application

I have allowed the landlords full claim of \$1594.20 and I therefore order that the landlord may retain the full security deposit of \$350.00 and I have issued a monetary order in the amount of \$1244.20.

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: September 21, 2011.

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Residential Tenancy Branch