



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Landlord to keep the security deposit paid by the Tenants. The Landlord has waived the filing fee for the Application.

An Agent for the Landlord appeared, gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Agent testified that they served the Tenants with the Notice of Hearing and Application by courier, which was delivered to the Tenants on June 10, 2011. At the time of service, there was a postal disruption affecting mail service. The Director of the Branch allowed service by courier during this time. Therefore, although the Tenants did not appear at the hearing, I find they have been duly served.

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

Is the Landlord entitled to keep the security deposit?

Background and Evidence

This tenancy began on March 1, 2011, on a month to month basis. The Tenants paid a security deposit of \$362.50, on February 15, 2011.

The Tenants vacated the rental unit on or about May 31, 2011, when the tenancy ended. At the time they were moving out an Agent for the Landlord performed a move out condition inspection report. The Tenants agreed to pay \$24.00 for minor cleaning of the rental unit and \$90.00 for carpet cleaning.

The Landlord also had to re-paint the rental unit due to marks on the wall and food splatters. The Landlord is requesting \$248.50, as a portion of the total cost of re-painting.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Tenants breached section 37 of the Act by leaving the rental unit unclean and with marked walls. This breach has cost the Landlord to suffer a loss.

Pursuant to section 67 of the Act, I find that the Landlord has established a total monetary claim of \$362.50 comprised of \$24.00 for cleaning, \$90.00 for carpet cleaning, and \$248.50 for painting.

I order that the Landlord retain the deposit and interest of \$362.50 in full satisfaction of the claim.

This decision is final and binding on the parties, except as otherwise provided under the Act and 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 09, 2011.

Residential Tenancy Branch