

DECISION

Dispute Codes MND, MNSD and FF

Introduction

This hearing was convened on the landlord's application to retain a portion of the tenants' security deposit to cover maintenance charges of \$134.62 at the end of the tenancy.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to recover the damages claimed, taking into account whether damages are proven, attributable to the tenants and substantiated as to amount.

Background and Evidence

This tenancy began on April 1, 2010 under a six-month fixed term agreement, becoming a month to month tenancy thereafter, and ending on September 30, 2011 on the tenants' written notice dated August 30, 2011. Rent was \$820 per month and the landlord holds a security deposit of \$410 and a pet damage deposit of \$200, both paid at the beginning of the tenancy.

During the hearing, the landlord submitted a copy of the tenants' letter giving notice to end the tenancy and citing a severe mouse infestation as cause for the notice, a condition acknowledged by the landlord. The tenant stated that when movers lifted larger furnishing, a number of dead mice and droppings were uncovered.

The landlord also submitted a copy of the tenants' letter of October 12, 2011 noting enclosure of the keys to the rental unit and providing a forwarding address for return of the security deposit. The landlord had referred to return of the keys and had withdrawn a \$50 claim against the loss.

With that claim withdrawn, the tenant stated that she did not contest the balance of the landlord's claim; therefore, they are not itemized in this decision.

Analysis

The tenant agreed that the landlord could retain \$84.62 of the security deposit.

I find that the mouse infestation was a contributing factor to the tenant not fully completing the cleaning of the rental unit and that the \$50 filing fee should be shared equally between parties.

Thus, I find that accounts balance as follows:

Security deposit (No interest due)	\$410.00
Tenants' credits	\$610.00
Less agreed amount retained by landlord	- 84.62
Less one-half of filing fee	- 25.00
TOTAL amount due for return to tenants	\$500.38

Conclusion

The tenants' copy of this decision is accompanied by a Monetary Order for \$500.38, enforceable through the Provincial Court of British Columbia, for service on the landlord if necessary.

I would like to acknowledge the exceptionally courteous and cooperative contribution of both parties to the conclusion of this matter.

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 12, 2012.

Residential Tenancy Branch