



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes MND, MNSD, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for damage to or cleaning of the rental unit, compensation under the Act and the tenancy agreement, an order to retain all or a portion of the security deposit in 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

Is the Landlord entitled to monetary compensation from the Tenants?

### Background and Evidence

This tenancy began on December 1, 2010, with the parties entering into a written tenancy agreement. The monthly rent was \$1,150.00 and the Tenants paid a security deposit of \$575.00 on November 14, 2010. No interest is collected on security deposits received in 2010. The Tenants all signed one tenancy agreement with the Landlord.

On January 30, 2012, the Tenants gave a Notice to the Landlord that they were ending the tenancy and vacating the rental unit at the end of February 2012.

The Tenants vacated the rental unit and one of the three Tenants attended the outgoing condition inspection report.

The Landlord found that the rental unit carpets required deep cleaning. The carpet cleaning company noted in their invoice to the Landlord that, among other problems, the rental unit was “extremely filthy” and the carpet required an extra treatment for removal of the nicotine smell. The Landlord claims \$302.06 for carpet cleaning.

The outgoing condition inspection report notes several portions of the rental unit that required extra cleaning, and the Landlord claims for \$82.00 for this.

Lastly, the Landlord claims \$30.00 for re-keying the locks, as one set of keys were not returned.

One of the Tenants argued that not all of the Tenants were available for the outgoing condition inspection report. The Tenant claims he was not given an opportunity to attend the outgoing condition inspection report and he submits the Landlord must return the security deposit to the Tenants, as the right to claim against the deposit was extinguished under the Act.

The Tenants did not dispute that the rental unit was left dirty and required cleaning.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Tenants have breached section 37 of the Act, by failing to leave the rental unit reasonably clean at the end of the tenancy and by failing to return all the keys to the Landlord.

This was a joint tenancy, as the Tenants were all on one tenancy agreement with the Landlord. Therefore, they are jointly and severally liable under the Act and tenancy agreement. This means that the one Tenant who attended the outgoing condition inspection report did so on behalf of all the Tenants. This leads me to find that the Tenants have provided no evidence that the Landlord extinguished its right to claim against the security deposit.

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 the breaches by the Tenants have caused the Landlord to suffer a loss.

I find that the Landlord has established a total monetary claim of **\$464.06** comprised of \$302.06 for carpet cleaning, \$82.00 for suite cleaning, \$30.00 for rekeying the locks, and the \$50.00 fee paid for this application.

I order that the Landlords retain \$464.06 from the deposit of **\$575.00** in full satisfaction of the claim and I order the Landlord to return the balance of **\$110.94** to the Tenants.

I have granted and issued the Tenants an order under section 67 for the balance due.

This order must be served on the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, unless 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: May 11, 2012.

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Residential Tenancy Branch