



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNSD,

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

All of the evidence was carefully considered including the following:

- The numerous photographs and video clips of the landlord.
- The documents produced by the landlords.
- The oral testimony of the landlords.
- The numerous photographs and video clips of the tenants
- The documents produced by the tenants
- The oral testimony of the tenants.

The landlords claim the sum of \$60 for the cost of cleaning, \$106.40 for the cost of repairs and the \$50 filing fee. The tenants dispute the landlords' claims. Much of the evidence presented by the parties was not relevant to the claims made and it was ruled inadmissible.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the Tenants on April 11, 2013. With respect to each of the applicants' claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlords are entitled to a monetary order and if so how much?
- b. Whether the landlords are entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlords are entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on April 1, 2010. The tenancy agreement provided that the tenant(s) would pay rent of \$8000 per month payable on the first day of each month. The tenants paid a security deposit of \$400 at the start of the tenancy.

The tenancy ended on March 20, 2013.

Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

With respect to each of the landlords' claims I find as follows:

a. The landlords claimed the sum of \$60 for the cost of cleaning. The photographs produced show there was numerous places where the Tenants failed to satisfactorily clean the rental unit. The landlord hired a cleaner who charged the landlords \$60 for the cost of cleaning. The Landlords testified that a part of the cleaning involved the cleaning of mice feces. I determined the tenants are not responsible for this part of the claim. In the circumstances I determined the landlords have established a claim against the tenants in the sum of \$45.

b. The landlords claimed the sum of \$106.40 for the cost of repairs. The landlords claimed the cost to repair a storage room closet, damaged blinds, and scratched windows. The landlords hired a contractor at a cost of \$106.40 to repair the storage room closet.

The tenants denied they caused the damage. They testified the damage was present prior to them moving in. They further argue the landlord did not mention it in the post tenancy inspection report and the landlords' claims are inconsistent as they originally asked \$35 for repairs. The landlords responded saying there was no place on the form that they used to consider the storage room. They have since changed their form. However, they produced evidence showing the damage wasn't present at the start of the tenancy, it was caused by curtain rod used by the tenants as evidence by a video clip and it resulted in damage.

After considering the disputed evidence of the parties I determined I prefer the evidence of the landlords on this issue. I am satisfied based on the

photographic evidence presented that the tenants caused the damage. The landlords paid to have the damage repaired. The landlords have established a claim for repairs in the sum of \$106.40.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$151.40 plus the \$50 filing fee for a total of \$201.40.

Security Deposit

I determined the security deposit totals the sum of \$400. I ordered that the landlords may retain the sum of \$201.40 from the security deposit. I further ordered that the landlords pay the Tenants the balance of the security deposit in the sum of \$198.60.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court 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: June 20, 2013

Residential Tenancy Branch