



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction:

The landlords apply for resolution of a dispute in the tenancy at the above noted address, and request a Monetary Order and an order to retain the security deposit.

The tenants were sent the hearing information, application and evidence, by way of registered mail. Refusal or failure by the tenants to accept the registered mail does not invalidate such service, and pursuant to section 83 of the Residential Tenancy Act, the tenants are deemed to have received this information 5 days following the date it was mailed.

Issues to be decided:

I am asked to determine whether the tenants are liable for the cost of repairs to damage to the premises. If so, I am asked to order that the landlords retain the security deposit and pet damage deposit in partial satisfaction of such award.

Background and Evidence:

This tenancy originated December 17, 2011. A security deposit was paid in the amount of \$430.00 and a pet damage deposit in the amount of \$215.00.. Monthly rent was \$860.00, payable in advance on the 30th day of each month. The tenancy ended November 1, 2013, at which time the landlords found damage to the master bedroom wall, main bathroom wall, to some custom blinds, and to the siding of the house that was melted where the tenants had kept their barbeque. Additionally, the premises were left dirty and uncleaned.

The full cost of all repairs will be about \$1,700.00, but the landlords request an order of \$1,200.00.

Analysis:

In addition to the requirement to pay rent as and when due, for any tenancy, tenants must maintain "ordinary health, cleanliness and sanitary standards" throughout the premises and property. Tenants are generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. Tenants are also generally required to pay for repairs where damages are caused, either deliberately or as a result of negligence, by the tenants or their guests, or their pets.

In this case, the tenants are liable for damage caused by their cat to the walls, for the damage to the siding attributable to their barbeque, to the damage to the blinds. I award the sum of \$1,200.00 to the landlords as claimed, as the evidence before satisfies me that the actual repair costs will exceed this sum. The landlords are also awarded recovery of the filing fee of \$50.00.

The total sum awarded is \$1,250.00.

The landlords have applied for an order to retain the security deposit and pet damage deposit in partial satisfaction of the award made. Such order is appropriate, as the landlord's right to make such claim under section 38 has not been extinguished for any reason.

Conclusion:

I order pursuant to section 38(1) that the full security deposit (\$430.00) and pet damage deposit (\$215.00) be retained by the landlords, in partial satisfaction of the monetary award noted above.

I further order that the remaining balance of the award due to the landlords, equalling \$605.00, be paid immediately by the tenants to the landlords.

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 14, 2014

Residential Tenancy Branch