



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the landlords' Application for Dispute Resolution seeking to retain a security deposit.

The hearing was conducted via teleconference and was attended by both landlords only.

The landlords provided documentary evidence to confirm each tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on October 30, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by each tenant on the 5th day after it was mailed.

The landlords also provided documentary evidence that they served each tenant with additional evidence on January 20, 2014 by registered mail. The landlords also testified that these packages were returned to the landlord and marked refused.

Based on the testimony and evidence of the landlord, I find that each tenant has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order to retain the security deposit, pursuant to Sections 37 and 38 of the *Act*.

Background and Evidence

The landlords submitted into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on June 30, 2010 for a month to month tenancy beginning on July 1, 2010 for the monthly rent of \$1,200.00 due on the 1st of each month with a security deposit of \$600.00 paid;
- A copy of a move in Condition Inspection Report completed on July 1, 2010 recording the condition of the rental unit at the start of the tenancy;
- A copy of a move out Condition Inspection Report signed by one of the landlord and one of the tenants completed on July 31, 2013 recording the condition of the rental unit at the end of the tenancy;
- Several photographs of the condition of the rental unit at the end of the tenancy; and
- Receipts for work and supplies claimed totalling \$764.68.

The landlords submit the tenancy ended on July 31, 2013 and the tenants failed to leave the rental unit reasonably clean and undamaged as recorded by the Condition Inspection Reports and photographs.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* requires a tenant who is vacating a rental unit to leave the unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all keys or other means of access that are in the possession and control of the tenant and that allow access to and within the residential property.

Based on the undisputed testimony and documentary evidence of the landlords I find the tenants failed to fulfill their obligations under Section 37. As a result, I find the landlords suffered a loss and the tenants for it. I find the landlords have established the value of that loss at well over the amount of the security deposit.

I accept the landlords seek compensation only in the amount of the security deposit in full satisfaction of this claim.

Conclusion

Based on the above, I order the landlord may retain the security deposit held in the amount of \$600.00.

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: February 24, 2014

Residential Tenancy Branch

