



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord to keep all or part of the security and pet damage deposit and to recover the filing fee from the Tenant for the cost of the Application.

One of the Landlords appeared for the hearing and provided affirmed testimony and photographic and video evidence prior to the hearing. The Landlord was also permitted, under Section 11.5 of the Rules of Procedure, to provide a copy of the tenancy agreement, the condition inspection report and invoices during the hearing.

The Landlord testified that he had served the Tenant with a copy of the Application, the Notice of Hearing documents and the evidence by registered mail, pursuant to Section 89(1) (a) of the Act. The Landlord provided a copy of the Canada Post tracking number as evidence for this method of service and the Canada Post website indicates the Tenant received and signed for the documents. Therefore, in the absence of any evidence from the Tenant to contradict this, I find that the Tenant was served the required documents pursuant to the Act and the Rules of Procedure.

There was no appearance for the Tenants or any submission of written evidence prior to the hearing, despite being served notice of the hearing in accordance with the Act. As a result, I have carefully considered the undisputed evidence of the Landlords in this decision.

### Issue(s) to be Decided

- Are the Landlords entitled to keep a portion of the Tenant’s security deposit in full satisfaction of the Landlords’ claim?

### Background and Evidence

The Landlord appearing for the hearing testified that this written tenancy agreement began on June 1, 2012 for a fixed term of one year after which it was renewed for a another fixed term of one year. At the start of the tenancy, the Tenant paid the Landlords a security deposit in the amount of \$375.00 which the Landlords still retain. Rent was payable under the agreement in the amount of \$750.00 which was due on the first day of each month. At the start of the tenancy the Landlords and the Tenant completed a condition inspection report.

The Tenant was evicted from the rental suite on December 31, 2013 using an Order of Possession issued to the Landlord from a previous hearing. The Landlord testified that they met with the Tenant at the rental suite on January 1, 2014 to complete the move out condition inspection report; the report was provided as evidence for this hearing and contained the Tenant's forwarding address. The Tenant signed the move out condition inspection report to the effect that she disagreed with the comments recorded by the Landlord.

The Landlord's claim for damages to the rental suite comprises of the following amounts supported by the following evidence.

- **\$112.50 for the cleaning of the rental suite.**

The Landlord testified that the Tenant had failed to clean the rental suite at the end of the tenancy leaving it extremely dirty and soiled. The Landlord provided a multitude of photographs in support of this claim which indicate: dirty kitchen cabinets and doors, dirty floors, dirty appliances, a dirty bathroom and a multitude of marks and scuff to the walls of the rental suite.

The Landlord testified that he hired a professionally cleaning company to clean the suite and bring it up to a standard that it could be re-rented. The Landlord provided a copy of the invoice for the amount claimed.

- **\$26.05 for light bulbs and door stops.**

The Landlord testified that the rental suite had a number of missing door stops and light bulbs which he had to replace at the end of the tenancy and provided a receipt for the replacement items purchased. This was also indicated on the condition inspection report and the missing door stops were evidence in the Landlords' photographs.

- **\$44.77 for repair damage to the laminate flooring and door sweep replacement.**

The Landlord testified that one of the doors had a missing door sweep which the Tenant had removed and there was a large gauge to the laminate flooring which he had to repair using items he purchased from Home Depot for which he provided a receipt for. The Landlord also provided photographic and video evidence in support of these damages.

### Analysis

Firstly, I find that the Landlord made the Application to keep the Tenant's security deposit within the time limits stipulated by Section 38(1) of the Act.

Section 37(2) of the Act requires a Tenant to leave a rental suite at the end of the tenancy reasonably clean and undamaged except for reasonable wear and tear.

In dispute resolution proceedings, Section 21 of The Residential Tenancy Regulation states that a condition inspection report is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the Landlord or the Tenant has a preponderance of evidence to the contrary.

By using the above provisions and the undisputed evidence of the Landlords in the form of photographic and video evidence, I am satisfied that the Tenant was responsible for the damages claimed and I find that the Landlords have provided sufficient evidence for me to award these costs in the amount of **\$183.32**.

I also find the Landlords are entitled to recover from the Tenant the **\$50.00** filing fee for the cost of this Application, pursuant to Section 72(1) of the Act. Therefore, the total amount payable by the Tenant to the Landlords is **\$233.32**.

### Conclusion

As the Landlords already hold a total amount of \$375.00 in the form of the Tenant's security deposit, I order the Landlords to retain \$233.32 from this amount in full satisfaction of the Landlords' Application, pursuant to Section 38(4) (b) of the Act.

As a result, I order the Landlords to return the balance of the Tenant's security deposit after making the above deduction, in the amount of **\$141.68**.

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: April 29, 2014

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Residential Tenancy Branch

