



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction:

The landlord has applied for resolution of a dispute in the tenancy at the above noted address, and requests a Monetary Order and an order to retain the security deposit.

I accept that the tenants were both properly sent the hearing information, application and evidence, both in person and by registered mail.

Issues to be decided:

I am asked to determine whether the tenants are liable for cleaning, damage and repairs following the ending of this tenancy. If awarded, I am asked to order that the landlord retain the security deposit in partial satisfaction of such award.

Background and Evidence:

This tenancy originated July 14, 2013. A security deposit was paid in the amount of \$962.60. Monthly rent was \$1,925.00, payable on the first day of each month. The tenants vacated the premises on May 28, 2014. There was 4 hours of cleaning and carpet cleaning required, at a cost to the landlord of \$271.95. The interior had been painted with multiple colours by the tenant, and required repainting at a cost of \$2,625.00. The master bedroom window was cracked, and to replace and install the new window, which is very large, will cost \$2,073.75. The edge of the quartz kitchen counter was chipped and cannot be repaired. The cost to replace the counter will be \$2,068.50. The fridge door requires a new door skin which will cost \$397.60. Several halogen light bulbs were burned out, and the cost to replace them was \$18.90.

Analysis:

Tenants are required to 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 failed to maintain the proper degree of cleanliness, and subjected the premises to damage. In the absence of any submissions to the contrary by the tenants, and accepting all of the landlord's evidence, I find that the various claims by the landlord are legitimate and warranted. The tenants are liable for the full sum claimed for cleaning, actual repairs done to date, and projected repair costs. These sums total \$7,455.70. I also award recovery of the landlord's filing fee of \$100.00. The total sum awarded is therefore \$7,555.70. The costs of registered mail service must be borne by the landlord, and are not properly attributable to the tenants.

The landlord has applied for an order to retain the security deposit. The deposit including accrued interest to the date of this hearing, totals \$962.60. As this sum is less than the award made, retention is appropriate.

Conclusion:

I order pursuant to section 38(1) that the full amount of the security deposit be retained by the landlord, in partial satisfaction of the monetary award noted above.

I further order that the remaining balance of the award due to the landlord, equalling \$437.47, be paid immediately by the tenants to the landlord.

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: September 12, 2014

Residential Tenancy Branch

