



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This was a hearing with respect to applications by the landlord and by the tenants. The hearing was conducted by conference call. The named parties attended the hearing. The landlord applied for a monetary award and an order to retain the tenants' security deposit. The tenants applied for the return of their deposit, including double the amount.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount.
Is the landlord entitled to retain the deposit or some part thereof?
Are the tenants entitled to the return of the deposit, including double the amount?

Background and Evidence

The rental unit is a basement suite in the landlord's house in Surrey. The tenancy started in August, 2013. The monthly rent was \$800.00 and the tenants paid a \$400.00 security deposit at the start of the tenancy. I was not provided with a copy of a written tenancy agreement. The tenants moved out on May 1, 2014. The tenants provided the landlord with a letter dated May 7, 2014 setting out their forwarding address and requesting the return of their security deposit. The landlord submitted his application to claim the deposit on May 20, 2014.

The landlord claimed payment of the sum of \$326.44. He testified that the tenants damaged the walls and floors. The landlord claimed \$146.44 for materials and \$90.00 for labour to effect repairs. He claimed \$30.80 for rental of a carpet machine and \$60.00 for labour and he claimed a further \$30.00 for one hour of cleaning. The

individual items claimed by the landlord amounted to the sum of \$357.24, not the amount claimed, namely \$326.44.

There was no condition inspection performed when the tenancy began. The landlord filed out a move-out condition inspection report, but the tenant did not take part in the inspection said to have been conducted on May 5, 2014. The landlord submitted photographs of the rental unit taken after the tenant moved out. They depicted some damage to the walls and the paint and showed a hole in one wall. There were pictures of dirty appliances, carpets said to be in need of cleaning and a heat vent that was taped in place. The landlord also provided a picture of a mounting plate with a missing smoke detector.

The tenants applied for the return of their deposit, including double the amount of the deposit. The tenant gave the landlord a letter setting out her forwarding address. The tenant said at the hearing that, apart from a hole in the wall of the rental unit that was patched, the rental unit was left in a state comparable to the move-in condition.

Analysis

The landlord filed her application to claim the security deposit within 15 days of receiving the tenants' forwarding address; therefore there is no basis for the tenants' claim to be paid double the amount of the deposit and their claim for payment of double the deposit is dismissed.

The landlord did not perform a move-in condition inspection. The tenant acknowledged that there was a hole made in the wall during the tenancy, but she denied the other claims by the landlord for cleaning and carpet cleaning.

The landlord submitted photos of the rental unit and I accept, based on the photos, even in the absence of a move-in condition inspection report, that there was some necessary cleaning after the tenants moved out. It is expected that the carpets would need to be cleaned after a tenancy of this duration. I find that the landlord is entitled to an award of \$60.00 for carpet cleaning, including the machine rental and a further \$30.00 for general cleaning. I award the landlord an additional \$50.00 for the wall repair and paint touch-up, including the cost of materials, for a total award of \$140.00.

Conclusion

I have awarded the landlord the sum of \$140.00. He is entitled to recover the \$50.00 filing fee for his application, for a total award of \$190.00. I order that the landlord retain the said sum from the \$400.00 security deposit that he holds, and I grant the tenants a

monetary order of the balance of their security deposit in the amount of \$210.00. This order may be registered in the Small Claims 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: October 22, 2014

Residential Tenancy Branch