



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 authorization to retain the tenants' security deposit. The tenants did not appear at the hearing. The landlords orally provided registered mail tracking numbers and testimony that the hearing packages were sent to each tenant on October 2, 2014 at their forwarding address and the hearing packages were picked up on October 6, 2014. I was satisfied the tenants were sufficiently served with notice of this proceeding and I continued to hear from the landlords without the tenants present.

Issue(s) to be Decided

Are the landlords authorized to retain the tenants' security deposit?

Background and Evidence

The tenancy commenced in October 2012 and the tenants paid a security deposit of \$450.00. I heard that this had been a problematic tenancy as the tenants frequently paid rent late and multiple Notices to End Tenancy were served. The tenants vacated the rental unit at the end of August 2014. A move-out inspection was scheduled for September 16, 2014 but on that date the tenants began yelling at the landlords. The police were called and the tenants were told to stay away by the police. A third party inspected the rental unit at the request of the landlords. The third party recorded the condition of the rental unit as she saw it except for items the landlords told her to leave off since some items were due to wear and tear. The third party's written inspection report was submitted into evidence.

The landlords are of the position that the tenant caused damage exceeding the security deposit but the landlords limit their request for compensation to that of the security deposit.

The landlords submitted that they incurred the following costs or losses as a result of the tenants' actions or neglect.

<u>Item</u>	<u>Amount</u>	<u>Reason for claim</u>
Locks	\$99.94 + tax	Tenants changed locks on entry door to a privacy lock suitable for an interior door
Air intake covers	\$39.96 + tax	Broken and bent during tenancy
Mirrors in hallway	\$20.00	Decorative mirrors missing
Blinds in 4 rooms	\$127.54	Strings broken and slats damaged. Approximately 2 years old.
Paint and drywall supplies	\$315.25	Walls stained with ink. Door stops broken off resulting in holes in walls. Dirty walls. Drywall lifted due to failure to close shower curtain. Unit last painted a year before tenancy began.
Dumping garbage	\$50.00	Two truckloads of garbage taken to dump.
Weed back enclosure and re-gravel area	\$200.00	Tenants failed to maintain area that was for their exclusive use. Area covered in junk and dog feces.
Fridge shelf	\$50.00	Top shelf in fridge broken. Ordered replacement for \$22.34.
TOTAL	\$913.88	

The landlords provided copies of receipts and estimates as proof of the amounts claimed.

Analysis

Under the Act, a tenant is required to leave a rental unit undamaged, reasonably clean and vacant which includes removal of the tenant's garbage or abandoned property. The Act also prohibits a tenant from changing the locks to a rental unit unless the tenant has the express consent of the landlord, an Arbitrator, or it is an emergency repair. Further, a tenant is expected to maintain yard space for which they have exclusive use as provided under Residential Tenancy Policy Guideline 1.

Based upon the undisputed evidence before me, I accept the landlords' submissions that the tenants damaged the rental unit as they described; changed the locks to the rental unit without the legal right to do so; and, the tenants failed to sufficiently clean and remove garbage from the property.

Since awards are intended to be restorative, it is usually appropriate to take into depreciation where an item with a limited useful life is replaced. This includes interior painting. In this case, the landlords limited their request for compensation to less than half of the amount they expended to repair and clean up the residential property and I am satisfied that the landlords are entitled to an award equal to or greater than the amount of the security deposit.

In light of the above, I grant the landlords' request to retain the security deposit in full satisfaction of the landlords' claims against the tenants.

Conclusion

The landlords have been authorized to retain the security deposit in full satisfaction of the landlords' monetary claims against the tenants.

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: May 29, 2015

Residential Tenancy Branch

