

# **Dispute Resolution Services**

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Residential Tenancy Branch
Office of Housing and Construction Standards

# **DECISION**

<u>Dispute Codes</u> mnd, mndc, mnsd, ff

# Introduction:

The landlord seeks a Monetary Order and an order to retain the security deposit.

The tenants failed to attend the hearing. I accept that they were properly served with the hearing information, application and evidence, by way of registered mail to the forwarding address they provided to the landlord near the end of their tenancy.

#### Issues to be decided:

- Are the tenants liable for the landlord's costs related to clean up and damage, following the ending of this tenancy?
- If so, is the landlord entitled to retain the security deposit in partial satisfaction of such award?

# Background and Evidence:

This tenancy started July 1, 2014, and ended about mid-March, 2015, when the landlord discovered the premises vacated. A security deposit was paid in the amount of \$510.00.

The premises had been in good order and condition when the tenancy started, but after the tenants vacated, the landlord found premises had been left in a damaged condition, and significant cleaning and repair was required. The landlord paid \$400.00 to replace a broken gas valve on the fireplace. Plumbing repair was required to damaged toilets and faucets, costing \$150.00. The oven door was broken, and the estimate to repair this was \$350.00. The landlord opted instead to replace the stove, at a cost of \$292.25. There was damage to doors and locks, holes in the drywall, and damage to speakers, all of which cost \$350.00 to repair or replace. There was significant garbage and debris left behind, and the cost to remove this to the landfill was \$70.00. In total, the landlord expended the sum of \$1,262.25. This sum is claimed as against the tenants.

## Analysis:

For any tenancy, tenants must 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, I accept that the

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tenants failed to properly clean up their garbage, and caused the damage testified about by the landlord. I find the tenants fully liable for the landlord's costs to clean, and repair the damage. The landlord's claim is therefore awarded in full, as claimed. The landlord may also recover her \$50.00 filing fee from the tenants. The total sum awarded is \$1,312.25.

The landlord applies for an order to retain the \$510.00 security deposit. 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 \$802.25 (\$1,312.25 - \$510.00) 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 09, 2015

Residential Tenancy Branch