



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords filed under the Residential Tenancy Act, (the "Act"), for a monetary order for damages to the unit and for an order to retain the security deposit in partial satisfaction of the claim.

This hearing commenced on March 15, 2016, both parties appeared. The hearing was adjourned an interim decision was made which should be read in conjunction with this decision.

At the reconvene hearing scheduled for today's date, only the landlords appeared.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Are the landlords entitled to monetary compensation for damages?
Are the landlords entitled to keep all or part of the security deposit?

Background and Evidence

The tenancy began on December 17, 2014. Rent in the amount of \$1,100.00 was payable on the first of each month. A security deposit of \$550.00 was paid by the tenants. The tenancy ended on August 30, 2015.

The landlords claim as follows:

a.	Cleaning unit and cleaning carpets	\$ 62.00
b.	Damage to toilet and closet shelves	\$ 70.00
c.	Damage blind and burnt out light bulbs	\$ 35.30
d.	Re-key locks	\$109.07
e.	Carpet repair	\$100.00
f.	Filing fee	\$ 50.00
	Total claimed	\$426.37

At the outset of the hearing on March 15, 2016, the tenant agreed that they are responsible for items a, b, c and d, as listed in the above reference chart.

On May 3, 2016, the landlords testified that the tenants caused damage to the carpets as the fiber of the carpet was damaged in 3 strips that were approximately 8" by 3" in length. The landlords stated that the cost of the material was \$47.50 and labour was \$52.50. The landlords seek to recover the amount for repairing the carpet in the total amount of \$100.00.

The tenants did not appear to provide testimony.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlords have the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Under section 37 of the Act, the tenants are required to return the rental unit to the landlords reasonably clean and undamaged, except for reasonable wear and tear. Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

In this matter, the tenant agreed they are responsible for items a, b, c and d, as listed in the reference chart. Therefore, I find the landlords are entitled to recover the above amounts in the total amount of **\$276.37**.

As the tenants did not appear to provide testimony on the issue of the damage carpet, I accept the unopposed testimony of the landlords that the tenants caused damage to the carpets, which had to be repaired. I find the tenants breached the Act when they failed to repair the damage they caused to the carpet at the end of the tenancy and this caused losses to the landlord. Therefore, I find the landlords are entitled to recover the cost of the carpet repair in the amount of **\$100.00**.

I find that the landlords have established a total monetary claim of **\$426.37** comprised of the above described amounts and the \$50.00 fee paid for this application.

I order that the landlords retain the above amount from the tenants' security deposit in full satisfaction of the claim and I grant the tenants a monetary order for the balance due of their security deposit in the amount of **\$123.63**.

Conclusion

The landlords are granted a monetary order and may keep a portion of the security deposit in full satisfaction of the claim and the tenants are granted a formal order for the balance due of their security deposit.

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 03, 2016

Residential Tenancy Branch