



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S

Introduction

On March 15, 2019, the Landlords submitted an application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") for compensation for damages, and for permission to retain the security deposit. The matter was set for a conference call.

Both the Landlords and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlords and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to monetary compensation for damages under the *Act*?
- Is the Landlord entitled to retain the security deposit?

Background and Evidence

The Landlords and Tenant agreed that the tenancy began on March 1, 2018, as a one-year fixed term tenancy. Rent in the amount of \$2,500.00 was to be paid by the first day of each month and the Landlord had been given a \$1,250.00 security deposit at the outset of the tenancy. The Landlord provided a copy of the tenancy agreement into documentary evidence.

The parties agreed that the tenancy ended, in accordance with the tenancy agreement, on March 1, 2019, the day the Tenant moved-out of the rental unit. The Landlord provided a copy of the move-in/move-out inspection report into documentary evidence.

The Landlords testified that the Tenant returned the rental unit them in a very unclean and in a damaged state. The Landlords testified that it had cost them \$962.47 to have the rental unit cleaned and repaired at the end of the tenancy.

During the hearing, the Tenant agreed that she returned the rental unit uncleaned, with damaged walls, with a broken mirror, and a crisper drawer that she agreed had been damaged during the tenancy. The Tenant also agreed that the keys to the rental unit had not been returned to the Landlords at the end of tenancy and that a "Bear lock" for a garbage bin had gone missing during her tenancy. Additionally, the Tenant agreed that the rental unit had been returned to the Landlords with several blown light bulbs, a missing door stop and a broken window lock.

During the hearing the Tenant did not dispute the dollar amounts that the Landlords are requesting in their claim and agreed to all claims of damage by the Landlords.

Analysis

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

I find that the parties entered into a one-year fixed term tenancy, beginning on March 1, 2018, in accordance with the *Act*. I also find that this tenancy ended in accordance with the tenancy agreement on March 1, 2019.

I find the Landlord applied to retain the security deposit for this tenancy on March 15, 2019, within the legislated timeline set out in section 38 of the *Act* and they were within their right to hold on to the security deposit pending this decision.

I accept the agreed upon testimony of these parties, that the Tenant returned the rental unit to the Landlords in an uncleaned and damaged state.

Section 37(2) of the *Act* states:

Leaving the rental unit at the end of a tenancy

37 (1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.

(2) When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

I accept the testimony of the Landlords that it cost them \$962.47 to have the rental property cleaned and repaired at the end of this tenancy.

Therefore, I find that the Landlords have established an entitlement to a monetary award for the cost of cleaning and repairing the rental unit at the end of tenancy, in the amount of \$962.47. I authorize the Landlords to retain \$962.47 from the Tenant's security deposit, in full satisfaction of this award.

I order the Landlord to return of the remainder of the Tenant's deposit in the amount of **\$287.53** to the Tenant within 15 days of receiving this decision.

Pursuant to section 38, I grant the Tenant a conditional monetary order in the amount of \$287.53. The Order is comprised of the return of the Tenant security deposit of \$1,250.00, less the \$962.47 that have awarded to the Landlords, in this case, and is to be enforced if the Landlords do not comply as ordered.

Conclusion

I authorize the Landlords to retain \$962.47 from the Tenant's security deposit.

I order the Landlord to return of the remainder of the Tenant's security deposit in the amount of \$287.53 to the Tenant within 15 days of receiving this decision.

I grant the Tenant a conditional **Monetary Order** in the amount of **\$287.53**, for the return of her security deposit. The Tenant is provided with this Order in the above terms, and the Landlords must be served with this Order as soon as possible. Should the Landlords fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: July 2, 2019

Residential Tenancy Branch