



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FFL

Introduction

On April 10, 2020, the Landlords submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for a monetary order for damage to the unit; to keep the security deposit; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlords attended the teleconference; however, the Tenants did not.

On March 30, 2020 the executive Director of the Residential Tenancy Branch ordered that until the state of emergency made on March 18, 2020 is cancelled or expires; a documents of the type described in section 88 or 89 of the Act has been sufficiently given or served on the person in one of the following ways:

- *The document is emailed to the email address of the person to whom the document is to be given or served, and that person confirms receipt of the document by way of a return email in which case the document is deemed to have been received on the date the person confirms receipt.*

The Landlords testified that they served the Tenants with the Notice of Dispute Resolution Proceeding using email sent to the Tenants on April 16, 2020. The Landlord testified that the Tenants responded to the email on April 18, 2020. The Landlord provided a copy of an email response from Mr. A.B. on April 18, 2020.

I find that the Tenants were sufficiently served with notice to attend the hearing. I find that the Tenants were served on April 18, 2020 the day they responded to the email.

The Landlords provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

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

- Are the Landlords entitled to a monetary order for damage to the unit?
- Are the Landlords entitled to keep the security deposit towards their claims?

Background and Evidence

The Landlords testified that the tenancy began on January 1, 2018, as a one-year fixed term tenancy that continued thereafter on a month to month basis. Rent in the amount of \$1,742.00 was to be paid to the Landlords by the first day of each month. The Tenants paid the Landlords a security deposit in the amount of \$850.00. The Landlords testified that the Tenants moved out of the rental unit on February 15, 2020.

The Landlords are seeking compensation for the following items:

Painting \$359.54

The Landlords testified that the Tenants are responsible to damage to the walls of the Livingroom and bedroom in the unit. The Landlords testified that the walls were left covered in a clear white film that would not wash away. The Landlords provided three color photographs of the walls.

The Landlords testified that the paint on the walls was fresh when the Tenants moved into the rental unit in January 2018.

The Landlords hired a contractor to repaint the walls. The Landlords testified that the walls were sanded and repainted.

The Landlords are seeking to recover the cost of the materials and labor for the walls to be repainted. The Landlord provided a copy of receipts dated February 22 and February 24, 2020 for the purchase of paint.

Cleaning \$212.62

The Landlords testified that the Tenants left the rental unit unclean at the end of the tenancy. The Landlords testified that they hired a person to clean the rental unit for

\$30.00 per hour. The Landlords testified that the Kitchen, Cupboards, Bathroom, and carpets required cleaning. The Landlords provided an invoice dated February 16, 2020 in the amount of \$212.62 for the cost to have the rental unit cleaned.

Locks \$142.33

The Landlords testified that the Tenants changed the lock to the main door of the rental unit without permission. The Landlords testified that when the Tenants vacated the rental unit, they did not leave the keys to the lock.

The Landlords testified that the lock mechanism on both bathroom doors were found to be broken. The Landlords testified that they replaced the locks. The Landlords provided a video file showing the lock not working correctly. The Landlord's provided a receipt for the purchase of new locks.

The Landlords testified that the door locks / mechanisms were working fine at the start of the tenancy.

The Landlords provided an invoice for \$35.00 for the cost to install the locks.

Security Deposit

The Landlords are seeking to keep the security deposit of \$850.00 in partial satisfaction of the Landlords' claims.

Analysis

Residential Tenancy Branch Policy Guideline # 16 states the following with respect to types of damages that may be awarded to parties:

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

Based on the evidence before me, the testimony of the Landlord, and on a balance of probabilities, I make the following findings:

Painting Costs

I accept the Landlords testimony that the rental unit had been recently painted in 2018.

I find that the Tenant is responsible for the condition of the Livingroom and bedroom walls at the end of the tenancy. I find that the Tenants are responsible to pay the Landlords costs to sand and repaint the walls.

The Landlords claim is -successful, I award the Landlords the amount of \$359.54 for painting costs.

Cleaning Costs.

I accept the Landlords testimony that the rental unit was left unclean at the end of the tenancy. I accept that the Landlords paid \$212.62 to have the rental unit cleaned. I find that the Tenants are responsible to pay the Landlords for the cost of cleaning.

I award the Landlords the amount claimed of \$212.62

Door Locks

I have considered the Landlords documentary evidence and testimony. I find that the photographic evidence of doors and the video evidence of a door shows that a lock was removed, and a lock was not working. I accept the Landlords affirmed testimony that the locks were present and working at the start of the tenancy. I find that the Tenants are responsible for the replacement of the door locks.

I award the Landlords the amount of \$142.33 for the lock replacement costs and \$35.00 for the cost of installation.

The Landlords have established claims in the amount of \$749.49. The Landlords application served to the Tenants indicates the total claim amount is \$734.62. The Landlord is restricted the claim amount that was served on the Tenants. I find that the Tenants owe the Landlords the amount of \$734.62.

Security Deposit

I find that the Landlords are holding a security deposit in the amount of \$850.00.

The Landlord applied to keep all or part of the \$850.00 security deposit. The deposit will apply to any monetary awards granted to the Landlords.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Tenants to repay the \$100.00 fee that the Landlords paid to make application for dispute resolution.

I find that the Tenants owes the Landlords the amount of \$834.62.

I authorize the Landlords to retain the amount of \$834.62 from the \$850.00 security deposit. I order the Landlord to repay the balance of \$15.38 to the Tenants.

I find that the Tenants are entitled to a monetary order for the balance of \$15.38. This monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The Landlords are cautioned that costs of such enforcement are recoverable from the Landlords.

Conclusion

The Landlords were successful with their claims for damages and cleaning costs.

I authorize the Landlords to retain \$834.62 from the \$850.00 security deposit. I order the Landlord to repay the balance of \$15.38 to the Tenants.

I grant the Tenants a monetary order in the amount of \$15.38.

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: August 27, 2020

Residential Tenancy Branch