

## **DECISION**

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by both parties under the *Residential Tenancy Act* (the Act) for:

- Unpaid rent
- Retain security deposit plus interest towards any amount owed
- Cost of repairs to the unit, site or property
- Cleaning costs
- Filing fee for Landlord (Tenant filing fee was already waived)
- Double security deposit due to Landlord not filing or returning security deposit in time

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### **Issues to be Decided**

- Does the Tenant owe unpaid rent and if so, in what amount?
- Does the Tenant owe money for repairs and cleaning costs and if so, in what amount?
- Should the Tenant's security deposit double under the Act?
- Are the Landlord's entitled to their filing fee under the Act?

### **Facts and Analysis**

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

A copy of the tenancy agreement was submitted in evidence, which began on March 1, 2021. Monthly rent was \$1,500.00 per month and due on the first day of each month and was never raised during the tenancy.

The parties agreed at the outset that March 2024 rent had the pet damage deposit of \$750.00 used towards the rent for that month by consent of the parties. As a result, I find there is no pet damage deposit before me.

The parties agreed that the Tenant was served a Two Month Notice in May 2024 by the Landlord with an effective vacancy date of July 31, 2024. The parties agreed that on June 3, 2024, the Landlords received a text from the Tenants indicating that they would be vacating on July 3, 2024, however, did not return the keys to the Landlord, which the Landlords found inside the rental unit on July 7, 2024. As a result, the parties were advised that I find the Tenants breached section 37 of the Act by failing to return the keys to the Landlord until the keys were found on July 7, 2024. I find the Tenants owe rent for July 1, 2024, to July 7, 2024, inclusive, which is 7 days x \$48.39 per month, **\$338.73**. My calculation is based on \$1,500 monthly rent divided by 31 days in July, which is \$48.39 per day.

Section 50 of the Act allows a Tenant to provide 10 days' notice once issued a Two Month Notice to end the tenancy earlier than July 31, 2024, in this matter. I dismiss any amount higher for unpaid July 2024 rent as I find that under section 50 of the Act, the Tenants gave proper written notice to end the Tenancy as of July 7, 2024, the date the keys were found by the Landlord, which the Tenants stated were left the day before on July 6, 2024.

As the Tenant admitted that their movers damaged the door frame and given the \$500.00 cost before me, I reviewed the contractor repair invoice of \$460.00, which I grant under section 67 of the Act as I find the Tenant's movers damaged the rental unit, which make the Tenant liable. I dismiss the paint costs of \$40.00 as the 2 receipts submitted were too blurry to read.

The Landlord has also claimed \$420.00 for cleaning costs, comprised of 12 hours at \$35.00 per hour. The Landlord stated that they are a cleaning and that is the rate they charge and that the tub and surround took 5 hours alone, which I find was supported by the photo evidence before me. The Tenant claims the cleaning costs were "bogus", which I disagree with. I find the photo evidence supports that the Tenant failed to leave the rental unit in a reasonably clean condition. I find the Tenant breached section 37 of the Act as a result. Therefore, I grant the **\$420.00** cleaning costs in full.

As the Landlord's claim had merit, I grant the Landlord the **\$100.00** filing fee under section 72 of the Act.

Given the above, I find the Landlords have established a total monetary claim of **\$1,318.73**.

I will now address the Tenant's claim for double the return of the \$750.00 security deposit, which the Landlords continue to hold. The \$750.00 security deposit has accrued \$32.30 in interest. The Landlord testified that on July 22, 2024, they received the written forwarding address from the Tenants. The Landlord did not file their claim, which claimed against the Tenant's security deposit until September 4, 2024.

Section 38(1) of the Act states that the Landlord must return or make an application to claim against the security deposit within 15 days of the latter of 2 days, the end of

tenancy date or the date the written forwarding address is received. In the matter before me, the latter date is July 22, 2024, the date the written forwarding address was received. I find 15 days from July 22, 2024, was August 6, 2024. I find the Landlord breached section 38 of the Act by waiting until September 4, 2024, to file their application. Under section 38(6) I **must** double the \$750.00 security deposit to **\$1,500.00**, which I do. I add the interest of \$32.30 also for a total Tenant claim of **\$1,532.30**.

From the \$1,532.30 Tenant's claim I offset the Landlord's claim of \$1,318.73, which I find results in the Landlords owing the Tenants **\$213.57**, which I grant the Tenants a monetary order for under section 67 of the Act.

## Conclusion

Both applications have merit.

After offsetting the Landlord's claim from the Tenants' claim, I find the Landlords owe the Tenants **\$213.57**. The Tenants are granted a monetary order in that amount under section 67 of the Act.

The Tenants are provided with this Order in the above terms and the Landlords must be served with **this Order before it is enforced**. Should the Landlords fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00.

The decision will be emailed to both parties.

The Monetary Order will be emailed to the Tenants only for service on the Landlords, as required.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: November 8, 2024

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Residential Tenancy Branch