



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MND, MNSD, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for damage to the rental unit, to retain all or part of the security deposit, and to recover the filing fee from the Tenants for the cost of this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to each Tenant via registered mail at the service address noted on the Application, on April 23, 2009. A tracking number was provided for each package. The Canada Post website shows that each package was delivered on April 24, 2009. These documents are deemed to have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenants did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary order for damage to the rental unit; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Agent for the Landlord stated that this tenancy began on April 01, 2008 and ended on March 31, 2009; that the Tenants were required to pay monthly rent of \$850.00 on the first day of each month; that the Tenants paid a security deposit of \$425.00 on March 28, 2008; and that they provided the Landlord with their forwarding address, in writing, on April 08, 2009.

The Agent for the Landlord stated that arrangements had been made with the Tenants to conduct a condition inspection report on March 31, 2009. He stated that the Tenants

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asked for permission to stay one additional day as one of them was ill, so the inspection was delayed to the following day. He stated that when an agent for the Landlord attended at the rental unit on April 01, 2009 the Tenants had vacated and left no forwarding address. A condition inspection report was completed by the Landlord, in the absence of the Tenants, on April 01, 2009.

The Landlord is seeking compensation, in the amount of \$514.50 for painting the rental unit. The Agent for the Landlord stated that the rental unit was newly painted at the beginning of the tenancy and that the Tenants changed the colour of the rental unit to green during this tenancy. The Landlord submitted a condition inspection report that declares the rental unit was newly painted at the beginning of the tenancy. The Landlord submitted a receipt that establishes that this expense was incurred.

The Landlord is seeking compensation, in the amount of \$202.81, for cleaning the rental unit. The Agent for the Landlord stated that the rental unit was not properly cleaned at the end of the tenancy. The Landlord submitted a condition inspection report that declares the rental unit was in need of cleaning at the end of the tenancy. The Landlord submitted a letter from the Tenants in which the Tenants wrote: "We've decided to the place in this condition, considering you would have made up some other excuse to thief our damage deposit anyhow." The Landlord submitted a receipt that establishes that this expense was incurred.

The Landlord is seeking compensation, in the amount of \$99.75, for cleaning the carpets in the rental unit. The Agent for the Landlord stated that the carpets in the rental unit required cleaning at the end of the tenancy. The Landlord submitted a condition inspection report that declares that the carpets needed cleaning at the end of the tenancy. The Landlord submitted a letter from the Tenants in which the Tenants wrote: "We've decided to the place in this condition, considering you would have made up some other excuse to thief our damage deposit anyhow." The Landlord submitted a receipt that establishes that this expense was incurred.

Analysis

Based on the evidence submitted by the Landlord and in the absence of evidence to the contrary, I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to return the walls in the rental unit to their original colour. I therefore find that the Landlord is entitled to compensation for the costs of repainting the walls, which in these circumstances is \$514.50.

Based on the evidence submitted by the Landlord and in the absence of evidence to the contrary, I find that the Tenants failed to comply with section 37(2) of the *Act* when they

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failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the costs of cleaning the rental unit, which in these circumstances is \$202.81.

Based on the evidence submitted by the Landlord and in the absence of evidence to the contrary, I find that the Tenants failed to comply with section 37(2) of the *Act* when they failed to leave the carpets in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the costs of cleaning the carpets, which in these circumstances is \$99.75.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$867.06, which is comprised on \$817.06 in damages and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. The Landlord is hereby authorized to retain the security deposit plus interest, in the amount of \$429.86, in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the amount \$437.20. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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 31, 2009.
