

DECISION

Dispute Codes: MND, MNDC, MNSD, FF

This hearing dealt with an application by the landlord for a monetary order for damages and an order to retain the security deposit in partial satisfaction of the claim.

On August 28, 2008, the landlord collected from the tenant a security deposit in the amount of \$455.00. A monthly rent of \$910.00 was payable in advance on the first day of each month. The tenancy ended on November 30, 2008.

During the hearing, the landlord withdrew his claim of \$1446.34 related to repair of the dishwasher and the tenant agreed to pay the \$135.00 moving costs charged by the strata of the building.

The remaining items in dispute are therefore as follows.

Labour and supplies for cleaning stove	\$ 46.04
Labour and supplies for painting entrance	\$188.81
Cab fares to purchase painting supplies	\$ 29.50

Cleaning Stove

The landlord contended that the oven needed cleaning. To support of his claim, he submitted a receipt for \$40.00 for the labour in cleaning the stove and a receipt for \$6.04 for the supplies. The landlord explained that it took 3 to 3.5 hours to complete the cleaning. I note that the move out condition inspection

report dated September 1, 2008 indicates that the “oven needs cleaning”. The tenant said that when he moved out, there was a stain spot the size of a can left at the bottom of the oven. He added that he did try to clean the oven by applying some cleaning agent and when he left, he told the landlord that he would leave the cleaning agent there to complete the cleaning. The tenant disputed the length of time needed to complete the cleaning and the costs involved. The landlord did not dispute the tenant’s explanation of the condition of the oven when he left. Based on the above, I allow a claim of \$20.00 for labour and \$6.04 for supplies for a total of \$26.04.

Painting the Entrance Wall

The landlord contended that the tenant left a few scuff marks on the entrance wall causing this wall to be in need of repainting. To support his claim, he submitted a receipt for \$120.00 for the labour in painting the entrance wall, a receipt for \$68.81 for the supplies and receipts for cab fares for purchasing the supplies in the amount of \$29.50. I note that the move in condition inspection report dated August 28, 2008 states that there were scratch marks in the area in question while the move out condition inspection report states that there were scuff marks in the same area. The tenant said that he did not see the scuff marks until the move out condition inspection. He described these scuff marks to little black marks located quite high up by the storage racks. He added that these marks could be wiped off and that repainting the entire wall was not necessary. In determining the tenant’s responsibility in this regard, I am guided by *Residential Tenancy Policy Guideline #1* which states that the tenant is responsible for washing scuff marks. Based on the above, I find that the landlord has not proven that the scuff marks had caused the entrance wall to be in need of painting. I therefore allow a claim of \$20.00 for the labour in washing off the scuff marks.

Based on all of the above, I find that the landlord has established a total claim of \$181.04. The landlord is also entitled to recovery of the filing fee of \$50.00. I order the landlord to retain \$231.04 from the security deposit and interest of \$457.35 and return the balance of \$226.31 **forthwith** to the tenant.

Dated February 02, 2009.