

# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

**Dispute Codes:** *MNDC, MND, MNSD, FF*

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of repair to the rental unit and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord established a claim for costs incurred to repair the rental unit and for the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on September 01, 2007 and ended on March 31, 2009. The tenant's portion of the subsidized rent was \$254.00 due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$450.00.

The landlord and tenant conducted a move out inspection and the landlord has filed a copy of the report. The tenant agreed with the report and is only disputing one item of the landlord's monetary claim i.e. the cost of painting. The landlord has filed receipts as evidence of the cost incurred to clean the rental unit and repair the damage.

The tenant stated that the rental unit was painted at the start of the tenancy. The previous tenant was a heavy smoker and there was nicotine damage to the walls. The tenant stated that even though the walls were painted, yellow stains started to become visible, through the tenancy.

The tenant argued that she was not responsible for the cost of painting the unit because the original paint was starting to break down, thereby revealing the nicotine damage.

The landlord stated that the paint job done on August 15, 2007 included treatment of the nicotine damage and a smoke seal. The landlord filed an invoice which detailed the work done on August 15, 2007 for a total cost of \$2, 777.20. The landlord also provided photographs showing damage and red stains on the walls and a receipt dated April 06, 2009 in the amount of \$1144.50, for repainting the rental suite.

The landlord is claiming the following:

1.	Carpet cleaning	\$93.45
2.	Carpet repair	\$157.50
3.	Door Repair	\$164.92
4.	Cleaning	\$200.00
5.	Painting	\$791.46
6.	Filing fee	\$50.00
	<b>Total</b>	<b>\$1457.33</b>

### **Analysis**

The tenant agreed that she owed the landlord all that the landlord claimed except for the painting and the filing fee.

Section 37 of the *Residential Tenancy Policy Guideline*, states that an interior finish such as painting has an approximate useful life of four years. The landlord had had the rental unit painted just prior to the start of the tenancy. The tenancy lasted for 19 months and according to the guidelines, the paint had a balance of 29 months of useful life. The landlord incurred a cost of \$1144.50 to repaint the unit after the tenant moved out. Therefore, I find that the tenant is responsible for the cost of prorated balance of the useful life of the paint job, which works out to \$691.46.

The landlord has proven her case and is entitled to the recovery of the filing fee.

Overall, the landlord has established a claim for the amount of 1357.33.

I order that the landlord retain the security deposit of 450.00 and interest of \$8.72 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$898.61. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the landlord a monetary order in the amount of **\$898.61**.

Dated July 10, 2009.

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Dispute Resolution Officer