



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a Monetary Order for damage to the unit and for damage or loss under the Act, regulation or tenancy agreement, an Order to keep all or part of the security deposit and a Monetary Order to recover the filing fee.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and sent to the tenant by registered mail on July 06, 2009.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order to cover the additional costs for painting and cleaning of the rental unit?
- Is the landlord entitled to recover filing fees from the tenant for the cost of the application?
- Is the landlord entitled to keep all or part of the security deposit and interest?

Background and Evidence

This tenancy started on November 01, 2000 and ended on June 30, 2009. The tenant paid rent of \$740.00 for this one bedroom rental unit. The tenant paid a security deposit of \$305.00 on October 15, 2000.

Residential Tenancy Branch
Ministry of Housing and Social Development

The landlords' agent testifies that the tenant painted areas of the rental unit without written permission from the landlord in a colour that was not approved by them. Three walls in the living room and three walls in the bedroom were painted dark grey and five kitchen cupboards were also painted in a gloss type paint. The landlord states that the painting was not done in a careful manner which led to paint 'bleeding' into the ceiling and baseboards. The landlord states that the tenant had a conversation with the maintenance man for the rental units who advised them that if they wanted to change the paint colours from the original colour then this would have to be done by a professional painter at the tenants cost. An estimate was prepared by a professional painter who gave two separate quotes for different areas to be painted. One quote was for \$385.00 and one for \$500.00. The tenants declined this offer. The landlords' agent testifies that if the tenant had wanted the unit repainted in the original colours the landlord would have carried this out at their expense. However, the tenant wanted different colours and that would incur a cost at the end of the tenancy to have the place re-painted back to the original colours.

At the beginning of the tenancy a move in condition inspection report was conducted with the tenant. This confirms the condition of the rental unit at the start of the tenancy. The landlords' agent testifies that at the end of the tenancy the tenant did not clean the rental unit and the landlords' agent had to clean it at a cost of \$150.00. The landlord has supplied some photographic evidence and the move out condition inspection report to support his claim.

The tenant testifies that she did ask the landlord to paint the rental unit as it had not been painted in over eight years since they moved in. She states that she spoke to the maintenance man who told her she could paint it herself as long as she protected the hardwood floors. The tenant testifies that they painted the unit a beige colour not dark grey as suggested by the landlords' agent. The tenant testifies that she did paint five kitchen cupboards. The tenant disagrees that the landlord would have incurred such high costs to repaint the cupboards and walls and that three coats of paint would not be necessary as suggested by the landlords' agent. The tenant admits that she did not clean the rental unit at the end of the tenancy.

Residential Tenancy Branch
Ministry of Housing and Social Development

The landlords witness gave evidence as to the conversations that took place with the tenant. He testifies that he did say the tenant could paint the unit herself but cautioned her that she would be responsible for paying to have the colours returned to the original colour when she vacated the unit and to be careful how she painted. The witness testifies that when he entered the rental unit after the tenant had moved out he found that the paint job was poor. Paint was over-painted onto the ceiling and baseboards and the kitchen cupboards had not been prepared for paint properly. All the paint on the cupboards had to be scraped off before repainting and the walls, ceiling and baseboards had to be primed before painting could commence to seal the darker colour the tenant had used on the walls. It took approximately three days to scrape the cupboards and one and half days to prime the walls then three to four days to repaint the walls with two coats of paint.

Analysis

The residential tenancy agreement section 15 states that painting, papering and decoration shall only be done with the prior written consent of the landlord with authorized colours only. I prefer the evidence of the landlords agent and maintenance man in respect of giving the tenants permission to paint their unit with a caution that they would be responsible for the costs of correcting this if they used colours that were different from the original colour. I also find that the tenants paint job finishes were poor with regards to painting the walls and cupboards and this required additional work to be carried out to rectify the tenants poor workmanship at the end of the tenancy.

With regards to the work carried out by the landlords' maintenance man to correct the paint job done by the tenants. I find that the landlords' agent stated that they normally repaint each unit at the end of a tenancy. This unit had not been repainted by the landlord for over eight years while the tenants were in residence. Therefore, I find that the landlord would have painted the rental unit at the end of the tenancy whether or not the tenants had painted. I find the landlord is entitled to claim for the costs of the additional work carried out to undercoat the darker colour, make good the paint splashes on the ceiling and baseboards and prepare and paint the kitchen cupboards. As the landlord did not provide a breakdown of the final costs incurred I award him a percentage amount of \$250.00 for the painting work



Dispute Resolution Services

Page: 4

Residential Tenancy Branch
Ministry of Housing and Social Development

I find that by the tenants own admission she did not clean the rental unit before she moved out. Therefore, I uphold the landlords claim for cleaning the rental unit of \$150.00. I order the landlord to retain the tenants' security deposit in partial settlement of his claim.

As the landlord has been partially successful in this matter I find they are entitled to recover half the cost of their filing fee from the tenant of \$25.00. A Monetary Order has been issued for the following amount:

Percentage of the painting costs	\$250.00
Filing fee	\$25.00
Less security deposit and accrued interest	(-\$326.68)
Total amount due to the landlord	\$98.32

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$98.32**. The order must be served on the respondent and is enforceable through the Provincial Court 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: September 09, 2009.

Dispute Resolution Officer