

Dispute Resolution Services

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

DECISION AND REASONS

Dispute Codes:

MNSD, MNDC

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of the security deposit.

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

Issue to be Decided

Is the tenant entitled to the return of the security deposit?

Background and Evidence

The tenancy started on January 14, 2005. The tenant paid a security deposit of \$500.00. A move in inspection was conducted on the day the tenant moved in and minor discrepancies were noted. On January 01, 2009 the tenant gave the landlord notice to end the tenancy on January 31, 2009. A move out inspection was conducted on February 02, 2009 and the tenant agreed that she was responsible for the cost of the following:

Clean oven, sweep garage and wash, kitchen light bulbs, extra paint for bedroom, kitchen, living room and dining room, remove bathroom wall paper.

The landlord stated that the tenant did not provide her with a forwarding address until she received the notice of hearing. The landlord sent the tenant a statement of her account and after deducting the security deposit and applicable interest, the tenant owed \$1093.25 for repainting the unit, cleaning and parking charges. The tenant did not agree with this statement and filed for the return of her security deposit.

During the hearing, the tenant agreed that she had painted the unit a dark colour

without the written permission of the landlord. She also admitted that she had wall papered the bathroom, did not finish cleaning the stove and garage and owed \$61 for parking. The landlord has filed evidence by way of invoices, photographs and relevant documents to support her monetary claim against the tenant.

The landlord stated that it is a practice to paint the unit for the next tenant and therefore the tenant was charged only a portion of the total painting costs which represents the extra costs incurred to cover the dark paint. The landlord also agreed to waive the cleaning charges of \$200.00 leaving a balance of \$893.25 owed by the tenant.

Analysis

Section 38 (4) of the *Residential Tenancy Act*, states that a landlord may retain an amount from the security deposit if at the end of the tenancy, the tenant agrees in writing that the landlord may retain an amount to pay a liability or obligation of the tenant.

As per the move out inspection report, the tenant agreed to pay for the cost of cleaning, painting and removing the wall paper. Therefore I find that the tenant is not entitled to the return of her security deposit. The landlord will have to make her own application to recover the additional costs associated with the inspection report that the tenant agreed to be responsible for.

Conclusion

The tenant is not entitled to the return of her security deposit and her application is dismissed.

Dated September 29, 2009.

Dispute Resolution Officer