



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order for damages to the rental unit.

The hearing was conducted via teleconference and was attended by the landlord's agent and the Resident Manager and the tenant.

At the start of the hearing the landlord noted that the dispute address listed on the application was incorrect and that he had submitted an amendment with the correct dispute address prior to the hearing. I confirmed this correction was received and the application so amended.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary Order for damages to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence the following documents:

- A copy of part of a tenancy agreement dated May 30, 1998 for a month to month tenancy beginning on June 1, 1998 with a monthly rent of \$1,210.00 due on the 1st of the month, with a security deposit of \$350.00 paid on March 2, 1995;
- A copy of a tenancy agreement signed by the parties on August 8, 2007 for a month to month tenancy beginning on September 1, 2007 with a monthly rent of \$1,700.00 due on the 1st of the month, with a security deposit of \$350 March, 1995;
- A copy of a "Unit Inspection Report", dated March 18, 1995 listing the rental unit in "F" – fair to "G" – good condition, some of the written comments include: "original paint 1 coat could use a second coat"; "small brown stain in front of sink"; "top of door slightly damaged";
- A copy of a Condition Inspection Report dated April 30, 2009 listing the rental unit as primarily "DT" – dirty, some of the written comments include: "paint in

colour”; “need painting”; “need cleaning”; “light track installed”; “missing fixture”; “missing cover”; “bulb missing”; “damaged – hole”;

- A copy of a “Move-Out Covering Letter” listing a number of actions and items and their charges and tenant charges;
- A copy of a “Move-Out Statement” showing interest calculations and charges for cleaning and repairs;
- Invoice for contracted painter in the amount of \$1,155.00 dated May 12, 2009;
- Invoice for carpet cleaning in the amount of \$156.45 dated May 2, 2009;
- Receipt for doors in the amount of \$241.92 dated May 26, 2009 (does not confirm address for doors);
- Receipt for doors in the amount of \$241.92 dated June 30, 2009 (does not confirm address for doors);
- Employee time sheets for garbage removal (\$60.00); cleaning (\$440.00); and exterior repairs (\$60.00);
- A request for repairs dated September 2008 for three bedroom lights and 1 lock – comments on document state “replaced old fixtures with new, door installed”;
- A copy of tenant’s letter to landlord advising of intention to end the tenancy, dated March 30, 2009 with an effective vacancy date of “the end of April 2009”;
- A copy of a Mutual Agreement to End a Tenancy, dated and signed by the parties on April 3, 2009;
- Form letter from Ministry of Social Services regarding security deposit, date received marked as March 9, 1995;
- File notes relating dated May 5, 2009 documented approval given by Social Services worker to withhold security deposit;
- 41 photographs of the rental unit interior, exterior and yard taken at the end of the tenancy; and
- Correspondence between the landlord and tenant regarding the landlord’s claim dating from June 17, 2009 to October 1, 2009, including a handwritten response from the tenant acknowledging she agrees with charges for cleaning, carpet cleaning, garbage removal and the damage to the siding from the satellite dish.

The landlord’s claim is outlined in the following table:

Description	Amount
Carpet Cleaning	\$156.00
Drapery Washing	\$60.00
Cleaning @ \$20/hour	\$380.00
Rubbish Removal	\$60.00
Siding & Wall Repairs	\$60.00
Doors	\$810.00
Light Fixtures	\$100.00
Light Switch Panels and Bracket	\$50.00
Painting (to cover dark colours)	\$550.00
Total	\$1,731.00

The tenant confirmed in the hearing that she did not dispute any of the cleaning charges nor the repairs made to the siding. She acknowledged that she did not adequately clean the rental unit prior to vacating it.

The tenant testified that she had painted the rental unit 3 times during her tenancy and should not have to pay for painting at the end of the tenancy. The landlord testified the tenant was not being charged for a full painting, only for the cost of covering the bright colours that she had used. The full cost for painting was \$1,100.00 the landlord is charging the tenant \$550.00.

The tenant contested the landlord's claim to the damaged doors. She stated that during the tenancy the tenant was required to pay \$400.00 to have all the doors replaced because of damage to them. She stated the replacement doors provided were not the right colour so she had the landlord change them back to other doors the landlord had in stock.

She stated these doors came already damaged. The landlord acknowledged the tenant had previously damaged doors and they were replaced by new doors and then at the tenants request replaced with other used doors but that the used doors they used had no damage to them.

The tenant testified that the reason the light fixtures had been removed or changed was that they stopped working during the tenancy and it would have taken too long to have the building manager change them, so she changed or removed them herself.

Analysis

The tenant agreed both prior to and during the hearing to the charges for cleaning, carpet cleaning, drapery cleaning and repairs to the siding.

Section 14 of the tenancy agreement states that painting of the rental unit will be done only with the landlord's prior written consent and with landlord approved colours. The tenant provided no evidence to support she had obtained written consent from the landlord. As a result, I find the tenant is responsible for the charges to return the paint colour to the landlord's colours.

Despite the tenant's claim that she needed to replace the light fixtures because they didn't work and it would have taken too long to request a repair from the landlord, the tenant did not have the landlord's approval to change or remove any light fixtures, as such I find the tenant is responsible for charges relating to replacement of the fixtures.

I find the tenant's testimony that the landlord replaced her damaged doors during the tenancy with other damaged doors, especially if the tenant had to pay for the

replacement doors as was her testimony, to be highly unlikely. I therefore find the tenant is responsible for the costs associated with the repair or replacement of doors.

And finally to the landlord's claim regarding the light switch panels and bracket, the tenant provided no evidence or testimony disputing these items and as such, I find the tenant is responsible for these costs.

Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$1,781.00** comprised of \$1,731.00 compensation for cleaning and damages and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$420.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,361.00**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) 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: February 22, 2010.

Dispute Resolution Officer