

DECISION

Dispute Codes

MND, MNSD, MNDC, FF

Introduction

This is the Landlord's application for a Monetary Order for damage to the rental unit and compensation for damage or loss; to retain the security deposit in partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenants.

Both parties attended and gave affirmed testimony

Background and Evidence

The Landlord's agent gave the following testimony:

The Landlord's agent testified that the Landlord and the Tenants had an agreement that some renovations to the rental unit, at the Tenants' request, would be completed by the Landlord on the understanding that the Landlords would deduct a portion of the cost of the renovations from the security deposit. The Tenants agreed to pay the remainder of the costs, but did not. The renovations were completed in 2005.

The Landlord's agent testified that the Tenants damaged some walls in the rental unit by installing 30 anchors in the walls. The Landlord's agent testified that the repair cost \$80.00 and the Landlord is seeking damages in that amount from the Tenant.

The Landlord's agent testified that the Tenants paid a security deposit in the amount of \$385.00 on January 15, 2002. The Landlord's agent testified that the agreed-upon renovations cost a total of \$664.00 for parts and labour. The Landlord seeks to retain the security deposit, pursuant to the agreement, and compensation in the amount of \$279.00.

The Tenants gave the following testimony:

The Tenants testified that they paid a security deposit in the amount of \$464.00 on January 15, 2002.

The Tenants disputed the amount that the Landlord is claiming for the costs of the renovations and testified that they had provided additional improvements over the course of their 8 year tenancy, in the amount of \$1,380.00.

The Landlord's agent gave the following reply to the Tenants' submissions:

The Landlord did not agree to any renovations, other than those for which it seeks compensation.

Analysis

The Landlord seeks to recover costs for renovations that occurred in 2005. The Tenancy ended in 2010. The Landlord did not seek to recover the costs of the renovation from the Tenants until 5 years after the renovations were completed.

The Landlord's agent stated that the renovations were done at the request of the Tenants and were of unusual taste. The Landlord's agent testified that the renovations were not required because of repairs or upkeep.

The renovations undertaken may or may not have been required at the time, and may or may not have been of generally popular taste, however, a Landlord is required to provide regular repairs and maintenance of a rental unit. These renovations were completed 5 years ago. Interior paint, for example, is considered to have a useful life of 4 years.

The Tenants agreed that the Landlord could retain the security deposit in February, 2005, and I find that the deposit and accrued interest was extinguished at that time. I find that this is sufficient compensation for the renovations that were completed in 2005, and for which the Landlord did not seek further compensation until 2010.

The Landlord provided no documentary evidence in support of its claim for \$80.00 in compensation for repairing the holes left by wall anchors, and I dismiss this portion of its claim.

The Landlord had written permission from the Tenant to retain the security deposit, and therefore I find the Landlord's application to be unnecessary. The Landlords application to recover the cost of the filing fee from the Tenant is dismissed.

Conclusion

The Landlord's application is dismissed in its entirety.

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: May 14, 2010