



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began on February 1, 2008 and ended on August 31, 2010. They further agreed that the tenant paid a \$575.00 security deposit on January 31, 2008.

The landlord testified that the tenant painted the rental unit during the tenancy and failed to return it to its original colour when she vacated. The landlord claims \$200.00 as the cost of paint. The tenant testified that the quality of the paint at the outset of the tenancy was inadequate and came off when she washed the walls. The tenant stated that she attempted to match the colour of the walls, but was unable and settled on what she believed to be a neutral colour.

The landlord testified that the tenant failed to have the carpets professionally cleaned at the end of the tenancy although required to do so by a term in the tenancy agreement. The landlord seeks to recover the \$175.00 he paid to have the carpets cleaned. The landlord further testified that the tenant caused several stains on the bedroom carpet which could not be removed and that she unsuccessfully attempted to bleach the carpet which caused further damage. The landlord claimed that the carpets were just 3 years old at the outset of the tenancy and estimated that it would cost \$400.00 to replace the carpet.

The tenant acknowledged that she did not have the carpet professionally cleaned but testified that when she moved into the rental unit, the carpet was extremely soiled. The tenant claimed that she asked the landlord to make a note on the condition inspection report at the outset of the tenancy that the carpet was soiled, but no such note appears on the report. She maintained that the carpet was at least 20 years old. The tenant wrote a letter to the landlord's agent, Carol, asking her to relieve her of the obligation to clean the carpet and stated that she was told that as long as she repaired the carpet everything would be OK. The tenant acknowledged having stained the bedroom carpet and causing the bleach stains but claimed that the entire bedroom carpet did not require replacing as it could be repaired with a patch taken from the closet.

Analysis

When tenants repaint a rental unit, they are obligated to return the rental unit to its original colour unless they are specifically relieved of that obligation by the landlord. I find insufficient evidence to show that this occurred and I find that the tenant is responsible for the cost of repainting the unit. I find \$200.00 to be a reasonable charge and I award the landlord \$200.00.

The tenancy agreement specifically stated that the carpet was to be professionally cleaned at the end of the tenancy if it had been professionally cleaned at the beginning of the tenancy. Although the tenant claimed that it was soiled at the start of the tenancy, the landlord provided an invoice from a carpet cleaning company showing that it was cleaned just 10 days prior to the commencement of the tenancy and further, there is no notation on the tenancy agreement that the carpet was soiled. I find on the balance of probabilities that the carpet was professionally cleaned at the outset of the tenancy and therefore the tenant was obligated to have it professionally cleaned at the end pursuant to that term in the tenancy agreement. I find insufficient evidence to show that the landlord's agent told the tenant she did not have to worry about the carpet. I award the landlord \$175.00.

I find that the tenant caused stains in the bedroom carpet. However, I do not find that those stains rendered the carpet unusable. Rather, they diminished the value of the carpet. I find that \$75.00 will adequately compensate the landlord for the diminished value of the carpet and I award him that sum.

I find that the landlord is entitled to recover the filing fee paid to bring this application and I award him \$50.00.

Conclusion

The landlord is awarded \$500.00 which represents \$200.00 for painting, \$175.00 for carpet cleaning, \$75.00 for the diminished value of the bedroom carpet and \$50.00 for the filing fee. The landlord currently holds a \$575.00 security deposit and \$7.92 in interest which has accrued to the date of this judgment. I order the landlord to retain \$500.00 from those monies in full satisfaction of the claim and I order the landlord to forthwith return to the tenant the \$82.92 balance. I grant the tenant a monetary order under section 67 for \$82.92. This order may be filed in the Small Claims Division of the Provincial Court 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: January 19, 2011

Residential Tenancy Branch