



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the landlord for an order permitting her to retain part of the security deposit. Both parties participated in the conference call hearing.

Issue to be Decided

Should the landlord be permitted to retain part of the security deposit?

Background and Evidence

The parties agreed that the tenant paid a \$400.00 security deposit on December 19, 2000 and that the tenant vacated the rental unit in October 2010. The parties further agreed that during the tenancy, the tenant painted some of the walls of the rental unit a deep blue colour.

The landlord seeks to recover \$336.00 as the cost of an additional coat of paint to cover the blue colour. The landlord specified that she was not seeking the entire cost of repainting the unit, but limited her claim to the extra coat of paint as indicated on the estimate.

The tenant testified that the rental unit was not freshly painted when he moved in and was not painted by the landlord during the 10 year tenancy and argued that the landlord would have had to repaint the unit in any event.

Analysis

Residential Tenancy Policy Guideline #1 provides that when tenants paint a rental unit during a tenancy, they are obligated to return the rental unit to its original colour at the end of the tenancy. Although the tenant had a litany of complaints regarding the condition of the unit at the beginning of the tenancy, this does not relieve him of his

obligation to return the rental unit to its original colour. The landlord would not be entitled to recover the entire cost of painting the unit as I agree with the tenant, she would have had to repaint the unit in any event. However, the landlord is entitled to recover the cost of the extra coat of paint required to cover the colour chosen by the tenant. I award the landlord \$336.00.

Conclusion

The landlord is awarded \$336.00. The \$400.00 security deposit has accrued \$26.88 in interest. I order the landlord to retain \$336.00 from the security deposit and I order the landlord to return the balance of \$90.88 to the tenant forthwith. I grant the tenant a monetary order under section 67 for \$90.88. 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: February 04, 2011

Residential Tenancy Branch