



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes FF, MND, ,MDC, MNSD, O

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$2250.00 and a request of the respondent bear the \$50.00 cost of the filing fee that the applicant paid for the application for dispute resolution.

### Background and Evidence

The applicant testified that:

- The tenant said numerous noise complaints from the Strata Corp., however the noises problems persisted and as a result the landlord was fined a total of \$400.00.
- When the tenants vacated they left the walls in the rental unit badly damaged with numerous scratches, gouges, holes, and poorly fill holes. As a result the walls had to be repaired and repainted, and two coats of paint were required at a cost of \$1070.72

- The tenants also left the hardwood floors in the rental unit badly scratched and as a result they had to be repaired at a cost of \$806.40.
- He has supplied an extensive amount of photo evidence in support of these claims.

The applicant is therefore requesting a monetary order of \$2250.00 plus the \$50.00 filing fee for a total order of \$2300.00.

The respondent testified that:

- Originally he was not informed that he was living under Strata Corporation rules.
- He did not find out until he got complaints from the Strata Corporation.
- He admits there were numerous noise complaints; however he feels they were unjustified, unreasonable complaints from a malicious neighbour.
- As far as the walls are concerned he believes they left the walls in a reasonable condition with nothing more than normal wear and tear.
- He admits there were some scratches on the hardwood floor however the landlord never informed him of whether or not these were surface scratches or deeper scratches and therefore he was unable to determine whether he was able to repair the scratches himself.

The tenant therefore does not believe that any of the landlords claim is justified and requested his full security deposit be returned especially since the landlord failed to do both the move in and move out inspection reports.

### Analysis

It is my finding that the landlord has supplied ample evidence to show that the tenants did cause unreasonable noise disturbances at the rental property, and therefore it is my decision that the tenants must be held liable for the fines that the landlord has had to pay. The tenant claims that the problem was a malicious neighbour; however in the warning letters issued by the strata company it's clear that there were complaints from several neighbouring properties, as well as from the Strata Patrol company.

I also allow the landlords claims for wall repairs and painting, and hardwood floor damage. The landlord has supplied numerous photos as evidence which show that this rental property was left with damages well beyond normal wear and tear.

The tenant claims that he would have repaired the floor had the landlord informed him of what kind of scratches existed, however that is not the landlords responsibility, the tenant should have ensured the floor was repaired prior to vacating the rental unit.

Therefore it is my decision that I allow the landlords full claim of \$2250.00 plus the filing fee of \$50.00 for a total of \$2300.00.

The landlord had waived his right to claim against the security deposit because he failed to comply with the move in and move out inspection requirements and therefore the tenants have the right to return of the full deposit of \$750.00.

### Conclusion

I have allowed the landlords full claim of \$2300.00.

I have also allowed the tenants claim for return of the security deposit of \$750.00

Rather than issued two separate orders I have set off the tenants claim against the landlords claim, and have issued an order for the difference of \$1550.00

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, 2011.

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Residential Tenancy Branch