



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      FF, MND, MNR, MNSD

### Introduction

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

I also gave the applicant the opportunity to testify at the hearing.

The respondent was served with notice of the hearing by registered mail that was mailed on November 17, 2010, but did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$3575.00 and a request to retain the full security deposit of \$675.00 towards the claim.

### Background and Evidence

The applicant testified that:

- The tenant moved into the rental unit August 15, 2010 and signed a fixed term tenancy agreement with an expiry date of August 30, 2011.
- The tenant paid a security deposit of \$675.00 and was supposed to pay a pet deposit of \$675.00 however the pet deposit was never paid.

- The tenant failed to pay October 2010 rent and subsequently vacated on October 20, 2010 pursuant to a Notice to End Tenancy for non-payment of rent.
- After the tenant vacated they found that she had painted numerous walls in the rental unit with black colour paint and as a result those walls all had to be repainted.

The applicants are therefore requesting an order as follows:

Property Management fee to re-rent the unit	\$675.00
October 2010 rent outstanding	\$1350.00
Filing fee	\$50.00
Total	\$3575.00

### Analysis

It is my finding that the landlord has shown that the tenants signed a fixed term tenancy that was to run to the end of August 2011.

By failing to pay the rent for October 2010, the tenant breached the agreement and therefore she is liable for any cost that results from that breach.

I therefore allow the claim for the Property Management fees and for the outstanding October 2010 rent.

It is also my finding that the tenant painted the rental unit in an extreme color and did not return it to the original color at the end of the tenancy and therefore she is all so liable for the cost of repainting the unit.

I also order recovery of the filing fee

Conclusion

I have allowed the landlords full claim of \$3575.00. I therefore order that the landlord may retain the full security deposit of \$675.00 and have issued a monetary order in the amount of \$2900.00.

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: March 24, 2011.

---

Residential Tenancy Branch