



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MND, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. A monetary order pursuant to Section 67;
2. An Order allowing the landlord to keep a portion of the security deposit; and
3. An Order to recover the filing fee pursuant to Section 72.

I accept that the tenant was properly served with the Application for Dispute Resolution hearing package by way of registered mail.

Both parties appeared at the hearing to present evidence and to make submissions.

On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

### **Background and Findings**

#### **Monetary Order**

This tenancy began on October 1, 2003 the tenant gave notice and vacated the rental unit on June 30, 2011. During the course of her tenancy the tenant repainted the rental unit in pastel colours which are different from the colours used by the landlord. The landlord testified that the tenant did not receive written permission to repaint the unit further that her tenancy agreement stipulates that if she paints or decorates she must return the rental unit to its original state when she vacates. The landlord says they have spent \$1,500.00 to return the unit to its original colours with the exception of the bi-fold doors which have been altered such that the landlord will have to have them sealed and maintain the colour. The sealing coat will cost \$800.00. The landlord says she is not seeking the entire cost of painting and is only seeking the resealing costs of \$800.00 however she would be willing to accept \$400.00.

The tenant testified that she had verbal permission to do the repainting. Further, the tenant submitted a letter from the previous manager. The letter states in part:

Yes, I did give you permission to pain your unit. As we had discussed at the time I pointed out that it is your home and if you wanted to use pastel colors that was alright with me, but should you leave then it was to be returned to the original colour used by the [landlord].

The tenant says her unit was not painted at move in even though she asked for it to be painted. Further the tenant says she would have painted it the standard colour had the landlord supplied the paint. The tenant also states that she received a letter advising her that she had been “grandfathered in” and she assumed she did not have to repaint. That letter was not submitted into evidence.

The landlord responded that since this tenancy began the policy on redecorating has changed and while tenants who were previously allowed to decorate were “grandfathered in” newer incoming tenants would not be allowed to decorate.

## **Findings**

Based on the evidence before me I find that the tenant was required, as set out in her tenancy agreement to return the rental unit to its original colours upon vacating the rental unit. This was not done and I find that the tenant is responsible for the costs the landlord has incurred in returning the rental unit to its original state. The landlord has agreed to accept \$400.00 and I will therefore grant that award and allow the landlord to retain the security deposit now valued at \$207.03 leaving a balance owing of \$192.98 plus recovery of the \$50.00 filing fee for a total monetary award in favour of the landlord in the sum of \$242.97.

## **Conclusion**

The landlord is provided with a formal copy of an order for the total monetary award as set out above. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Provincial Court of British Columbia.

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: September 30, 2011.

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Residential Tenancy Branch