

DECISION

Dispute Codes MND, FF

Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing and both have acknowledged receiving the evidence packages submitted by the other party, I am satisfied that both have been properly served with the notice of hearing and evidence under the Act

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Background and Evidence

This Tenancy began on September 1, 2010 on a fixed term tenancy until March 1, 2011, then later on a month to month basis as shown by the submitted copy of the signed tenancy agreement. A security deposit of \$500.00 was paid on September 15, 2010. Both parties agreed that the Tenancy ended on January 12, 2012.

The Landlord is seeking a monetary order based upon the work invoice from Kalamalka Painting dated February 3, 2012 for \$963.20. The invoice states that the work performed was, "repair, caulk, patch, sand and paint all trim and walls. Fix hinges kitchen cabinets and paint. Front door". The Landlord states that the hinge on the screen door needed to be tightened for the front door. The Tenant disputes these claims stating that she left the rental "clean and repaired any damage caused by my hanging pictures on the wall." The Landlord states that approximately 40 holes were on various walls. The Tenant stated in her direct testimony that she "slightly sanded them" and that it was "not a good sand job". The Tenant stated that she only sanded the patched holes lightly. The Landlord has submitted a copy of the condition inspection report for the move in, which states that there were no issues at the beginning of the tenancy. The Tenant has confirmed this in her direct testimony. The Landlord has submitted an email from his real estate agent, A.C. who states in his email, "What I observed was patches of white drywall mud all over the upstairs that were not sanded."

The Landlord claims that the mudding was not done properly and refers to the email statement from his real estate agent and relies on the photographs submitted. The Landlord has admitted in direct testimony that the last paint job was in July of 2010 just prior to the Tenant moving in. The Landlord states as well that the invoice refers to work on other things not related to the patching, sanding and painting of the holes left by the Tenant.

Analysis

I accept that the Landlord has established a claim for damage to the rental unit. The Tenant's own direct testimony confirms that she failed to properly sand the walls after mudding them. The Tenant also has admitted to not painting the holes. This is confirmed by the real estate agents email statement. However, the Landlord has admitted that other work performed listed on the invoice was not relevant to his claim of holes in the wall as opposed to normal wear and tear and should have been separate and itemized on the invoice. I find it reasonable that upon a two year tenancy out of four years for the useful lifespan of a paint job based upon the Residential Tenancy Policy Guidelines that the Landlord is entitled to a monetary claim of damages of \$450.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I grant the Landlord a monetary order under section 67 for the balance due of \$500.00. This order may be filed in the Small Claims Division of the Provincial Court of British Columbia and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$500.00.

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: April 30, 2012.

Residential Tenancy Branch