



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damages, money owed or compensation due to damage or loss and recovery of the filing fee

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This tenancy began July 2011 with monthly rent of \$1150.00 and the tenant paid a security deposit of \$575.00. The tenant vacated the rental unit February 29, 2012.

The landlord testified that the tenant painted the rental unit yellow and not a neutral color as agreed to and also painted the patio deck a dark gray. The landlord stated that the color on the deck is not an accepted color by the strata and the deck now needs to be sanded and re-stained. The landlord stated that as the tenant did not use appropriate paint colors the landlord is now seeking the \$190.60 they had reimbursed the tenant for paint.

The landlord also stated that because of a smell in the carpet, which the tenant had not cleaned, the landlord had to replace the flooring in the rental unit. The landlord stated that no warning letters or notices have been issued to the landlord for being out of compliance with the strata because of the color of the deck.

The tenant testified that if the landlord had been concerned about the color of paint in the rental unit, which the tenant maintains is a neutral, the landlord had the opportunity to say something to the tenant when the landlord removed their furniture from the rental unit in July 2011 as the painting had been completed at that time. The tenant referred to the paint chips that had been entered into evidence noting that the colors chosen are

neutrals and that the landlord's photograph, which was taken at night does not show the true color of the paint the tenant used.

After much discussion the parties were able to reach a settlement regarding the landlord's claim.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The landlord will accept \$287.50 or ½ of the tenant's \$575.00 security deposit as full compensation for this claim.
- The tenant will pay the landlord \$287.50 or ½ of the \$575.00 security deposit as full compensation for this claim..
- The tenant will pay the landlord the \$50.00 filing fee for this application.

The landlord within 14 days receipt of this decision is to return the \$237.50 balance of the security deposit to the tenant.

Conclusion

I find that the landlord is entitled to \$287.50 in full satisfaction of this claim. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep \$377.50 of the tenant's security deposit in full satisfaction of the claim

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: May 15, 2012

Residential Tenancy Branch