



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF MND MNSD

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. The landlord has also requested recovery of the \$50.00 filing fee from the tenant. Both parties attended the hearing and had an opportunity to be heard.

### Issues

Is the landlord entitled to the requested orders?

### Background and Evidence

This tenancy began on August 15, 2000 and ended on January 31, 2012. The rent was \$740.00 per month. A security deposit of \$370.00 was paid at the start of the tenancy. A condition inspection report was completed upon move-in and move-out.

Over the course of this long tenancy, the tenant had painted some of the walls in the unit and had put down her own laminate flooring in part of the unit. The landlord claims that when the tenant installed the flooring (without written permission to do so) the tenant damaged the cove base so that it was falling off and removed some of the baseboard heaters. A letter was sent to the tenant in January 2011 wherein she was advised that the cost of replacing the heaters in her unit was \$229.53 and that she should forward the payment as soon as possible. The landlord claims that the tenant never made any payment to them in response to this letter.

For her part, the tenant argues that she lived in the unit for 12 years and that she should not be charged for painting. The tenant also claims that the cove base was already falling off when she installed the laminate and that she should not be held responsible for this.

Analysis

The landlord has made a monetary claim against the tenant comprised of the following:

Painting	\$350.00
Removal of cove base	\$100.00
Outstanding electrical invoice	\$229.53
<b>TOTAL</b>	<b>\$679.53</b>

The claim is based on Section 37 of the Act which requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

The landlord's argument is that the tenant damaged the unit in a manner that went beyond the reasonable scope of what could be considered 'normal wear and tear'. The tenant disputes this.

In assessing the landlord's claim I have referred to *Residential Tenancy Policy Guideline No. 1* which sets out the responsibilities of landlords and tenants regarding the maintenance, cleaning and repairs of a rental unit. The relevant portion of that Guideline says as follows:

*Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. A dispute resolution officer may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.*

#### **RENOVATIONS AND CHANGES TO RENTAL UNIT**

- 1. Any changes to the rental unit and/or residential property not explicitly consented to by the landlord must be returned to the original condition.*
- 2. If the tenant does not return the rental unit and/or residential property to its original condition before vacating, the landlord may return the rental unit and/or residential property to its original condition and claim the costs against the tenant. Where the landlord chooses not to return the unit or property to its original condition, the landlord may claim the amount by which the value of the premises falls short of the value it would otherwise have had.*

In the present case, the tenant installed laminate flooring without the explicit consent of the landlord. The landlord claims that in the course of installing and then later removing the laminate, the tenant damaged the cove base and the base board heaters. At the hearing, the tenant did not deny that she had installed the flooring but disagreed that she is responsible for the cove base and heaters. On balance, I find that I disagree with the tenant on this point. The tenant did not have proper authorization to go ahead with the installation of the laminate and as a result is, in my view, responsible for the damage caused.

As for the painting of the rental unit, the landlord has claimed the cost of a second coat of paint that they say was necessary to cover the excess dirt on the walls and the paint colours applied to the walls by the tenant. With respect to this portion of the claim I again refer to *Policy Guideline No. 1* which states that the landlord is “*responsible for painting the interior of the rental unit at reasonable intervals.*” The question then arises as to what is a “*reasonable interval*”? For some guidance on this I refer to *Table 1 of Residential Tenancy Policy Guideline No. 37*. Table 1 is entitled “*Useful Life of Work Done or Things Purchased*” and gives a useful life of 4 years for interior painting. Applied to the present case, that would mean that the interior paint in the rental unit probably should have been painted at least three times over the course of this tenancy. As a result, I find that I agree with the tenant that she should not be held liable for this portion of the landlord’s claim.

In sum, I find that the tenant is liable for the heaters and the cove base but not the painting.

### Conclusion

I find that the landlord has established a monetary claim in the total amount of amount of \$354.53 comprised of \$329.53 for damage to the unit and \$25.00 toward the filing fee. Accordingly, I order the tenant to pay to the landlord the sum of \$354.53.

As for the landlord’s claim to retain the security deposit in partial satisfaction of the monetary award, I note that the amount of the deposit plus interest is \$397.62.

I therefore authorize the landlord to retain the amount of the above order from the security deposit. I further order the landlord to return the balance of the deposit to the tenant.

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*.