



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction.**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of repairing the floor, for the cost of painting and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his monetary claim. The tenant applied for the return of the security deposit and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost of repairs, painting and the filing fee? Is the tenant entitled to the return of the security deposit and to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on December 01, 2010 and ended by mutual agreement on July 31, 2012. The monthly rent was \$1,600.00 due on the first of each month. The tenant paid a security deposit of \$800.00.

Move in and move out inspections were conducted and the parties filed copies of the reports. One scratch on the floor near the patio door was recorded on the move in inspection report, while several were recorded on the move out inspection report.

The tenant stated that the scratches were caused by the movers and they took responsibility for the scratches. However, later the moving company agreed to pay for one deep scratch and refused to pay for the others. The landlord incurred a cost of \$850.00 to restore the other scratches and is claiming this cost from the tenants.

The landlord is also claiming \$336.00 for paint touch ups in the rental unit. The tenant stated that some nicks in the paint were recorded on the move in inspection report and there were several nail holes in the rental unit at the start of the tenancy.

The landlord was not sure of when the rental unit was last painted but stated that the paint was touched up approximately six months prior to the start of this tenancy.

### **Analysis**

The tenant agreed that the repair of the scratches that the landlord is claiming for, were caused by the moving company. Therefore I find that the landlord is entitled to his claim of \$850.00 to fix the scratches.

Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the painting. As per this policy, the useful life of interior painting is four years. The landlord was unsure of when the unit was last painted but recalled that touch ups were done in June 2010 which is six months prior to the start of this tenancy. Therefore, by the end of the tenancy, the painting had probably outlived its useful life. In addition, there were some areas that needed touch ups at the start of the tenancy and since the unit was only in need of touch up paint at the end of the tenancy, I find that the landlord's claim for \$336.00 for painting must be dismissed.

Overall the landlord has established a claim of \$850.00.

I order that the landlord retain the security deposit of \$800.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$50.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

The landlord may retain the security deposit. I grant the landlord a monetary order in the amount of \$50.00. Both parties must bear the cost of filing their applications.

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: October 24, 2012.

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Residential Tenancy Branch