



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes MDN, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application filed by the landlords who are seeking a monetary award for damage, for compensation and loss, to recovery the filing fee for this application and to retain the security deposit.

Both parties appeared at the hearing and gave evidence under oath.

### Issue(s) to be Decided

Have the landlords met the burden of proving their claims?

### Background and Evidence

This tenancy began on September 1, 2011 for a fixed term ending on August 31, 2012 and continued on a month-to-month basis thereafter until the end of October 2012. Rent was fixed at \$1,400.00 per month and the tenants paid a security deposit of \$700.00 and a pet deposit of \$350.00 on September 1, 2011.

The parties prepared a move-in inspection report. The female landlord attended to prepare a move-out inspection report with the female tenant however the tenant declined to sign the report after it was completed. The report notes a number of deficiencies at move out.

The landlord testified that there were 2 bar stools in the unit at the start of the tenancy which were gone at the end of the tenancy.

The landlord testified that the rental unit was newly painted at move-in. The landlord says the tenants changed the paint colour in the rental unit and did not change it back. The landlord says she did not give her permission for the paint colour change and she specifically advised the tenants in writing that they did not wish the paint colours to be changed. The landlord says that all rooms save the bathroom and kitchen were

repainted. Further that they did do touch ups at move-out but they used a completely different colour.

The landlord also says the tenants mounted cabinets in the bathroom, installed a soap dispenser and they removed the towel rack and shower rod. When the tenants vacated they removed the cabinetry which left holes that they filled with toothpaste. Further, the landlord says that the tenants only placed the removed towel rod and shower rod into their original spots and did not actually re-install them. The landlord testified that she had to pay to have the holes refilled and purchase hardware to reinstall the rods, etc.

In total the landlord seeks the following sums:

Replace 2 bar stools	\$ 455.71
Repaint rental unit as described above	1,558.97
Materials to repair bathroom walls and reinstall items removed	344.47
Labour to make repairs to bathroom wall and re-install items removed	200.00
Total	\$2,559.15

The tenant agrees that they removed the stools from the rental unit because they were not using them. The tenants agree that the stools went missing from their storage location. The landlord testified that the stools were 10 years old and made of black Lucite and chrome. The landlord doesn't believe they should pay the full replacement cost claimed because of the age of the stools.

The tenant agrees he painted the living and dining room of the rental unit in a more cheerful beige tone than was there when they moved in. The tenant also agrees that he did not seek permission to make the change. The tenant says he did fill holes and touched them up with paint provided by the landlord's when they vacated.

The tenant says he did patch all the holes in the bathroom and he left a soap dispenser behind.

The tenants say that they would have completed repairs but the landlords were hoping they could leave prior to the end of October because she wanted to have painters in and have repairs made. The male tenant testified that they had moved out save for a few boxes by October 23, 2011 and he returned to finish the repairs and touch ups but the male landlord was there and he became very angry and aggressive. The tenant

says the male tenant began yelling at him and told him to get the rest of his things and "Get the F out of here".

The female tenant testified that her husband was shaking after this altercation and he did not return to the rental unit again. The female tenant says she returned on October 28 to meet with the female landlord and return the keys but she did not wish to engage with her at all even to sign the Condition Inspection Report. The female tenant testified that she did not want to have an altercation and simply wished to have nothing more to do with the landlords.

The landlord submitted that the male tenant was upset with the condition of the rental unit at move out and he may have been angry when he expressed his concern to the male tenant.

The tenant responded that if things had not gone awry on October 23, 2012 he would have been able to make the touch up and repairs to the satisfaction of the landlords but he did not wish to go back after the altercation.

### Analysis

I accept the testimony of both parties. The tenants admit that a pair of stools belonging to the landlord went missing during their tenancy. The tenant testified that the stools were old and the landlord did not rebut this testimony and I will therefore accept the tenant's testimony in this regard and find that the value of the chairs would have depreciated and I will set their value at \$100 each for a total award to the landlord in this regard of \$200.00.

With respect to the painting. The tenants agree they changed the paint colours and they hung up cabinets in the bathroom. Having done this it would be their responsibility to ensure that the rental unit was returned to the condition it was when given to them. I therefore find that they are responsible for the painting and repairs. However I find the landlord's claim to be high in this regard. Further, I accept the tenant's testimony that he may have been able to finish the repairs if it were not for the aggressive behaviour of the male landlord on October 23, 2012. Given these circumstances I will therefore allow \$1,500.00 in total for all the repairs and painting.

The total award in favour of the landlord is \$1,400.00. I will also allow the landlord to recover the \$50.00 filing fee. The landlord holds pet and security deposits totalling \$1,050.00 and I will deduct this sum from the total award given to the landlord leaving a balance owing by the tenants to the landlord in the sum of \$700.00.

Conclusion

The landlord is provided with a formal copy of an order for the total monetary award as set out above. This is a final and binding Order as any 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: January 29, 2013

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Residential Tenancy Branch

