



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for cleaning and painting costs. An agent for the landlord participated in the teleconference hearing but the tenant did not. The landlord's evidence was that the tenant was personally served with the application for dispute resolution and notice of hearing on January 22, 2013. I accepted the landlord's evidence regarding service of notice of the hearing, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on June 1, 1999. The landlord and the tenant carried out a joint move-in inspection and completed a condition inspection report on May 10, 1999. The tenancy ended on June 30, 2012. The tenant did not sign the move-out condition inspection report.

The landlord has claimed \$240 for 12 hours of cleaning at \$20 per hour, and \$696.23 for painting. The landlord stated that the rental unit was not clean, as indicated in the move-out inspection report. The landlord carried out 16 hours of cleaning but only charged the tenant for 12 hours, as is their policy. The landlord stated that the amount charged for painting comprises \$296.76 for a second coat of paint throughout the unit, and \$399.47 for a third coat of paint in the bedrooms, which the tenant had painted a darker colour.

Analysis

Upon consideration of the evidence, I find as follows.

I find that the landlord has not provided sufficient evidence to establish that 16 hours of cleaning were required. The only evidence that the landlord submitted was a move-out inspection report that was not signed by the tenant. The landlord did not provide any photographic or testimonial evidence to demonstrate the condition of the rental unit at the end of the tenancy.

I find that the landlord is not entitled to the amount claimed for the second coat of paint. The landlord did not provide any evidence to show the condition of the walls at the end of the tenancy. Further, the tenancy lasted for 13 years, and the landlord did not provide evidence that they painted the unit during the tenancy. According to the Residential Tenancy Policy Guidelines, the average life of paint is four years.

I accept the landlord's evidence that the bedrooms required an additional coat of paint because they were painted a darker colour, and I grant the landlord \$399.47 for that cost.

As the landlord's claim was only partly successful, I find they are entitled to partial recovery of the filing fee, in the amount of \$25.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$424.47. This order may be filed in the Small Claims Court and enforced as an order of that Court. The remainder of the landlord's application is dismissed.

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 23, 2013

Residential Tenancy Branch

