



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PROMPTON REAL ESTATE SERVICES INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MNR MND OPR MNSD FF

### **Introduction:**

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

### **SERVICE:**

The tenant did not attend. The landlord provided evidence that the Application for Dispute Resolution was served by registered mail; it was verified online as successfully delivered. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

### **Issue(s) to be Decided:**

Has the landlord proved on the balance of probabilities that the tenant is responsible for costs of damages to the property, that it is beyond reasonable wear and tear and the cost to cure the damage? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

The tenant did not attend although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced in June 1, 2009, a security deposit of \$900 was paid and rent is currently \$1980 a month. The tenant has vacated the unit and the landlord claims compensation as follows:

\$25 late payment of rent May 2013

\$336 cleaning

\$105 carpet cleaning

\$315 professional blind cleaning

\$170.10 to replace burnt out light bulbs

\$3.31 to replace keys

\$50 to replace a fob

\$52.50 for towel bar repair

\$787.50 for painting the ceiling. The landlord said the paint is likely older than 4 years but the only reason it was required was because the tenant was a heavy smoker which caused stains and smell. There was a special paint "Kilz" that had to be applied.

The tenant did not provide any documents to dispute the amount owing. The landlord provided a copy of the condition inspection report and invoices to support the claim.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

### **Analysis**

Monetary Order:

The onus of proof is on the landlord to prove that the tenant did damage to the property, that it was beyond reasonable wear and tear and the amount it cost to cure this damage. I find the landlord satisfied the onus as their claim is well supported by photographs, the move out condition inspection report and invoices for amounts claimed. Therefore I find the landlord entitled to recover \$25 for late rental payment in May 2013, \$336 for cleaning, \$105 for carpet cleaning, \$315 for professional blind cleaning, \$53.31 for replacement of a fob and keys and \$52.50 for towel bar repair.

Although the *Residential Policy Guidelines* which are designed to account for reasonable wear and tear provide 4 years as a useful life for paint, I find in this case that the painting of the ceiling was necessitated by the heavy smoking stain and smell; the special application of a sealing paint was also extra. Therefore, although the paint was at the end of its useful life, I find the landlord entitled to recover half of the painting cost or \$393.75 as extra work and paint was required due to the smoking of the tenant.

### **Conclusion:**

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Late payment (\$25)+fob and keys (53.31)	78.31
Cleaning (\$336) + carpet cleaning (\$105)	441.00
Professional blind cleaning	315.00
Replace light bulbs	170.10

Towel bar repair	52.50
Painting allowance	393.75
Filing fee	50.00
Less security deposit (no interest 2009-13)	-900.00
Total Monetary Order to Landlord	600.66

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: August 01, 2013

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Residential Tenancy Branch

