



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Homelife Peninsula Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF, O

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenants' security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; other issues; and to recover the filing fee from the tenants for the cost of this application.

The tenants and landlords agent attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

- Is the landlord permitted to keep the security deposit?

Background and Evidence

The parties agree that this tenancy started on May 01, 2009 and new lease agreements were entered into each year. The latest lease agreement started on May 01, 2012 and ended on April 30, 2013 at which time the tenants vacated the rental unit. Rent for this unit was \$1,400.00 per month due on the first day of each month. The tenants paid a security deposit of \$650.00 on March 31, 2009. Both parties attended a move in and a move out inspection of the unit and the tenants provided a forwarding address in writing on April 30, 2013.

The landlord testifies that the tenants left damage to two blinds, one in the kitchen and one in the bedroom. The slats of the blinds were left bent. The landlord testifies that the blinds were seven years old and have been replaced at an amount of \$293.59 which includes \$14.95 for installation.

The landlord testifies that the tenants left many holes in the walls. The landlord agrees that the walls were last re-painted a year prior to the tenants moving into the unit. The landlord agrees that the walls were not in good condition at the start of the tenancy. The landlord seeks to recover \$250.00 to patch these holes.

The landlord testifies that the garage floor was left with oil leaks and stains that were not removed at the end of the tenancy. The landlord seeks to recover \$200.00 to clean the garage floor.

The landlord testifies that the tenants damaged the garage door. The bottom panel of the garage door will have to be replaced at a cost of \$438.17. This cost includes labour and resetting the spring tension and door balance.

The landlord seeks an Order to keep the security deposit of \$650.00 to offset against the cost for the damages.

The landlord states that there is no further claim for money owed or compensation for damage or loss.

The tenants dispute the landlords claim for new blinds. The tenant testifies that these blinds became bent when there were cleaned due to the type of blind they are. The tenant disputes the landlords claim for damage to the garage door. The tenant testifies that the garage door closed on the bumper of their van and the sensor should have prevented that happening.

The tenant agrees that the garage floor was left with oil stains. However, the tenants dispute the landlord claim for \$200.00 to clean that floor. The tenants testify that the landlord could have obtained a product for around \$10.00 to spray on the floor to clean it.

The tenants dispute the landlords claim for patching 190 holes. The tenant testifies that some of the marks are normal wear and tear, many of the walls were already scuffed, gouged and scrapped before the tenants moved in and this is documented on the move in inspection report. The tenant testifies that the landlord never informed the tenants what type of screws they could use in the walls and prior to their move out inspection the landlord sent the tenants a letter which said not to repair the holes in less the tenants were going to paint the walls. The tenant testifies that no repair kit or touch up paint was provided by the landlord. The tenants refer to the landlord's pictures that indicate a nick in the wall on the stairwell. The tenant refers to the move in report which indicates the same nicks in the wall at the start of the tenancy.

The landlord agrees that they do not provide information to tenants regarding the type of nails or screws to be used in the walls. The landlord testifies that they accept that there will be some adjustment to their claim as the walls were last painted four years ago.

The landlord has provided a copy of the move in and move out inspection reports, some photographic evidence concerning the damages and cleaning and invoices and quotes for the work.

The tenants have provided some photographic evidence.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. I am satisfied that the tenants left two blinds bent at the end of the tenancy. However as these blinds were more than seven years old I must limit the landlords claim due to depreciation. The normal useful life of venation blinds is documented as 10 years; as these blinds were 7 years old i have deducted 70 percent from the landlords claim. The landlord is therefore entitled to recover an amount of **\$88.07**.

With regard to the landlords claim for damage to the walls; I have considered the evidence before me on the move in condition inspection report, I am not wholly satisfied that the tenants should be held responsible for all the damage to the walls and the move in report clearly indicates that the walls were in a poor state of repair at the start of the tenancy with nicks, scruffs and gouges. The landlord also indicated that the unit had not been repainted for four years. The useful life of interior paint is documented as four years. I further find the landlord did not provide the tenants with information about what types of screws or nails to use on the walls and indicated that the tenants did not have to fill these holes if the tenants were not repainting. As the repainting is not the responsibility of the tenants I find the landlords claim for patching holes is denied.

With regard to the landlords claim to clean the oil stains from the garage floor. Pursuant to s. 32 of the *Act* a tenant is responsible to ensure the rental unit is left in a reasonable clean condition at the end of the tenancy and this extends to the garage floor. I am therefore satisfied that the landlords will incur this cost to clean the garage floor and I therefore award the landlord the amount of **\$200.00**.

With regard to the landlords claim for damage to the garage door; the landlord has provided photographic evidence of the garage door and the move out inspection report does indicate that the door is dented. The tenants argue that the sensor did not work and the door closed on their van however the tenants have provided no evidence to support their claim that the garage door sensor does not work. S, 32 of the *Act* states:

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

I am therefore satisfied that the tenants actions or neglect caused some damage to the garage door which will result in the landlords having to have the damage repaired. I therefore find in favour of the landlords claim to repair the garage door of **\$438.17**.

As the landlord has been partially successful the landlord is permitted to keep the tenants security deposit as shown in the chart below. The landlord is also entitled to recover the **\$50.00** filing fee pursuant to s. 7291) of the *Act*.

Blind replacement	\$88.07
Garage floor clean	\$200.00
Garage door repair	\$438.17
Filing fee	\$50.00
Subtotal	\$776.24
Less security deposit	(-\$650.00)
Total amount due to the landlord	\$126.24

Conclusion

I HEREBY FIND in partial favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$126.24** pursuant to s. 67 of the *Act*. The order must be served on the respondents and is enforceable through the Provincial Court as an order of that Court.

I Order the landlord to retain the security deposit of \$650.00 pursuant to s. 38(4)(b) of the *Act*.

The remainder of the landlords claim is dismissed without leave to reapply.

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 16, 2013

Residential Tenancy Branch

