



Dispute Resolution Services

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, O, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order permitting her to retain part of the security deposit. Despite having been served with the application for dispute resolution and notice of hearing via registered mail sent on July 16, 2013, the tenant did not participate in the conference call hearing.

Issue to be Decided

Should the landlord be permitted to retain part of the security deposit?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on July 1, 2012 pursuant to an agreement signed by the parties on June 4, 2012. The tenant paid a \$1,100.00 security deposit at the outset of the tenancy. The tenancy ended when the tenant vacated the unit on June 29, 2013.

At both the beginning and the end of the tenancy, the parties conducted an inspection of the unit and created a report. The move-out condition reported a number of areas in the home which were insufficiently cleaned, including windows, blinds, mirrors, shower, taps, screens and tape marks. The move-out report also reflected scrapes, holes and other minor damage to the walls of the unit. The tenant agreed in writing that the report accurately represented the condition of the unit at the end of the tenancy.

The landlord presented an invoice showing that she paid \$141.25 for cleaning and seeks to recover this sum from the tenant. The landlord further provided an invoice showing that she paid \$438.90 for repainting several rooms in the unit and seeks to recover this sum from the tenant. The landlord testified that the unit had last been painted 4 years prior to the time this claim was made.

The landlord also seeks to recover the \$50.00 filing fee paid to bring this application.

Analysis

I accept the undisputed testimony of the landlord. I find that the move-out condition inspection report accurately reflects the condition of the unit and I find that the unit was not adequately cleaned at the end of the tenancy. I find that the landlord is entitled to recover the \$141.25 paid for cleaning and I award her that sum.

I further find that there was damage to the walls of the rental unit which required repair at the end of the tenancy. Residential Tenancy Policy Guideline #40 provides a list of the useful life of household elements and identifies the useful life of paint as 4 years. As the landlord testified that the unit had last been repainted 4 years ago, I find that the paint had outlived its useful life. However, I find that some amount of wall repair would have been required in order to repaint the walls in question and I find that an award of 1/3 of the \$438.90 invoice will adequately compensate the landlord for that labour. I award the landlord \$146.30.

As the landlord has been substantially successful in her claim, I find that she should recover the filing fee and I award her \$50.00.

Conclusion

The landlord has been awarded \$337.55 which represents \$141.25 for cleaning, \$146.30 for wall repair and \$50.00 for the filing fee. I order the landlord to retain this sum from the \$1,100.00 security deposit and I order to return the balance of \$762.45 to the tenant forthwith. I grant the tenant a monetary order under section 67 for \$762.45.

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 21, 2013

Residential Tenancy Branch

