



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Hollyburn Properties Limited  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes: MND, MNSD, FF

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on May 1, 2012. Monthly rent was \$1,300.00, and a security deposit of \$650.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

Tenancy ended September 30, 2013, and a move-out condition inspection report was completed with the participation of both parties. Placement of the tenant's signature on the report signalled that she did "not agree that this report fairly represents the condition of the rental unit," however she did not identify on the report any specific reasons in support of her disagreement. The landlord's application for dispute resolution was filed on October 15, 2013.

During the hearing the parties undertook to resolve some of the issues in dispute.

### Analysis

Section 37 of the Act addresses **Leaving the rental unit at the end of a tenancy**, in part as follows:

37(2) When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

The attention of the parties is also drawn to section 63 of the Act which speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle all or a portion of their dispute during a hearing.

Based on the documentary evidence and testimony, the various aspects of the landlord's application and my findings around each are set out below.

**\$500.00:** *repainting of the interior of unit*

Residential Tenancy Policy Guideline # 40 speaks to the "Useful Life of Building Elements," and provides that the useful life of interior paint is 4 years, or 48 months. The landlord's agent testified that the unit had been re-painted approximately 1 year prior to the start of this tenancy. Adding that 12 month period to the 17 month term of this particular tenancy (total: 29 months), I find that the remaining useful life of the interior paint at the end of the tenancy to be 19 months (48 – 29). As 19 months is approximately 39.58% of 48 months, I find that the landlord has established entitlement limited to **\$197.90**, which is 39.58% of \$500.00.

**\$55.00:** *repairs to walls*

During the hearing the parties agreed to settle this aspect of the dispute by way of the tenant's acceptance of responsibility for costs limited to **\$20.00**.

**\$5.00:** *replacement of light bulbs*

During the hearing the tenant testified that she does not dispute this aspect of the landlord's application and, accordingly, I find that the landlord has established entitlement as claimed.

**\$10.00:** *replacement of blind slats*

During the hearing the tenant testified that she does not dispute this aspect of the landlord's application and, accordingly, I find that the landlord has established entitlement as claimed.

\$180.00 (4 hours x \$45.00 per hour): *cleaning in the unit*

Efforts undertaken by the parties during the hearing to settle this aspect of the application did not lead to a settlement. I find on a balance of probabilities that the landlord has established entitlement limited to **\$90.00**, which is half the amount claimed.

\$135.00: *window cleaning*

During the hearing the landlord withdrew this aspect of the application.

**\$50.00:** *filing fee*

As the landlord has achieved a measure of success with this application, I find that the landlord has established entitlement to recovery of the full filing fee.

**Total entitlement: \$372.90**

I order that the landlord retain **\$372.90** from the security deposit of **\$650.00**, and I order the landlord to repay the balance to the tenant of **\$277.10** (\$650.00 - \$372.10).

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$277.10**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

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 22, 2014

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Residential Tenancy Branch

