



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rize Alliance (Broadway) Projects Inc.
and [tenant name suppressed to protect privacy]

REVIEW HEARING DECISION

Dispute Codes: MND, MNSD, FF

Introduction

In response to the landlord's application, a previous hearing was held on October 15, 2013, with a decision issued by date of November 08, 2013. Pursuant to the decision the landlord was authorized to retain the tenant's security deposit of \$750.00, and a monetary order was issued in favour of the landlord for the balance owed of \$133.56. While the landlord's agent attended the hearing, the tenant did not appear.

Subsequently, the tenant filed an Application for Review Consideration. In the result, by Review Consideration Decision dated December 24, 2013, the decision and order dated November 08, 2013 were suspended pending the completion of a new hearing.

Both parties attended this new hearing 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 in a not-previously-occupied unit began on August 15, 2011. Monthly rent of \$1,500.00 was due and payable in advance on the first day of each month, and a security deposit of \$750.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

After giving notice the tenant vacated the unit on July 01, 2013. A move-out condition inspection report was completed with the participation of agents representing both parties, however, neither agent signed the report.

Within several days after vacating the unit the tenant contacted the landlord to inquire about the disposition of her security deposit. At that same time the tenant provided the landlord with her forwarding address. Thereafter, the landlord filed an application for dispute resolution on July 11, 2013.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the affirmed testimony of the parties and the documentary evidence, which includes but is not limited to, photographs and receipts, the various aspects of the landlord's claim and my findings around each are set out below.

\$220.50: cleaning in the unit

Section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, and provides in part:

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 tenant testified that she undertook to clean the unit prior to vacating, although she acknowledges forgetting to clean certain vents. I note that the move-out condition inspection report documents the need for various cleaning within the unit. While I find that parts of the unit were left "reasonably clean," I find that the landlord has established entitlement to cleaning costs of **\$110.25** (half the amount claimed) for parts of the unit not left "reasonably clean."

\$693.00: wall and trim painting and touch ups

I find that the need for touch up painting of walls and trim arose, in part, from wear and tear in excess of what was "reasonable" for a two (2) year tenancy. Residential Tenancy Policy Guideline # 40 speaks to the "Useful Life of Building Elements," and provides that the useful life of interior paint is four (4) years. In light of the unit's previously unoccupied status at the time when tenancy began, and in view of a tenancy which lasted approximately two (2) years, I find that the landlord has established entitlement limited to **\$346.50**, or half the amount claimed.

\$500.00: estimated cost of repairs to scratched stove and countertops

The landlord's agent testified that no repairs were made to the stove or to the countertops after the end of tenancy. I find that the landlord has established entitlement to depreciation of the value of the stove in particular in the limited amount of **\$50.00**.

\$216.56: *repairs to sliding door*

I find on a balance of probabilities that repairs to the sliding door arose out of use which was beyond "reasonable wear and tear" for a two (2) year tenancy. In the result, I find that the landlord has established entitlement to the full amount claimed.

\$50.00: *filing fee*

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

Total entitlement: \$773.31

I order that the landlord retain the security deposit of **\$750.00**, and I grant the landlord a **monetary order** for the balance owed of **\$23.31** (\$773.31 - \$750.00).

Section 82 of the Act speaks to **Review of director's decision or order** and provides in part as follows:

82(2) The director may conduct a review

- (a) based solely on the record of the original dispute resolution proceeding and the written submissions of the parties, if any,
- (b) by reconvening the original hearing, or
- (c) by holding a new hearing.

(3) Following the review, the director may confirm, vary or set aside the original decision or order.

Pursuant to all of the above, the decision and order dated November 08, 2013 are hereby set aside.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$23.31**. Should it be necessary, this order may be served on the tenant, 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: February 19, 2014

Residential Tenancy Branch

