



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Homelife Glenayre Realty Chilliwack Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary order and an order to retain the tenant's security deposit. The hearing was conducted by conference call. The landlord's representative and the owner of the rental property called in and participated in the hearing. The tenant did not attend, although she was served with the application for dispute resolution and Notice of Hearing sent by registered mail to her forwarding address on April 3, 2014.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain the tenant's security deposit in satisfaction of any monetary award granted?

Background and Evidence

The rental unit is a basement suite in a residence in Chilliwack. The tenancy began on August 1, 2011. The monthly rent was \$1,000.00 and the tenant paid a \$500.00 security deposit on July 30, 2011.

The tenancy ended on October 31, 2012. The tenant did not provide a forwarding address when she moved. In March 2014 the tenant sent a complaint letter with her forwarding address to the landlord, a property management company acting on behalf of the owner of the rental property. After the landlord received the tenants forwarding address it filed this application for dispute resolution and served the tenant by registered mail. The landlord has claimed cleaning, painting and replacement of missing items taken from the rental unit. the items claimed by the landlord are as follows:

- Mop replacement: \$16.12

• Painting, wall, trim baseboards:	\$400.00
• Paint ceilings and paint removal, floors	\$350.00
• Replace oil heater:	\$57.39
• Repair damaged pagoda:	\$39.20
• Replace doorbell, battery and light bulbs:	\$54.15
• Light bulbs:	\$3.40
• Paint remover:	\$11.19
• Replace pooper scooper, leash:	\$33.48
• Glass pickup and garbage removal:	\$50.00
• Replace flowers:	\$13.44
• Pressure washing:	\$25.00
• Cleaning:	\$120.00
• Unidentified items:	\$22.99
• Unidentified items:	\$31.98

Total:	\$1,228.34
--------	------------

Analysis

The tenancy began in 2011 and lasted for a little more than one year. The landlord did not commence this proceeding immediately after the tenancy ended because the tenant did not provide a forwarding address until March 2014. The landlord has claimed amounts for cleaning, repairs and painting, among other matters. With respect to painting, the landlord claimed that the painting was necessary because the tenant was given permission to paint, but did an incompetent job. The landlord provided photographs to document the requirement for cleaning. The landlord's representative testified that there are amounts claimed for items taken from the rental property at the end of the tenancy that were not returned. The landlord has claimed the cost to replace those items. Some of the amounts were claimed for items said to have been damaged by the tenant's children.

I find that the amounts claimed for painting should be reduced to reflect the fact that regular painting is an expected expense due to normal wear and tear during a tenancy. I was not given particulars to establish the age or condition of the paint at the outset of this tenancy. I allow the two claims for painting in the amounts of \$200.00 and \$150.00 respectively. I allow the rest of the amounts claimed, save for the amounts of \$22.99 and \$31.98 because these were not for identifiable items. The landlord's claims have been allowed as follows:

• Mop replacement:	\$16.12
• Painting, wall, trim baseboards:	\$200.00
• Paint ceilings and paint removal, floors	\$150.00
• Replace oil heater:	\$57.39
• Repair damaged pagoda:	\$39.20
• Replace doorbell, battery and light bulbs:	\$54.15
• Light bulbs:	\$3.40
• Paint remover:	\$11.19
• Replace pooper scooper, leash:	\$33.48
• Glass pickup and garbage removal:	\$50.00
• Replace flowers:	\$13.44
• Pressure washing:	\$25.00
• Cleaning:	\$120.00
Total:	\$773.37

Conclusion

The landlord is entitled to recover the \$50.00 filing fee for this application, for a total award of \$823.37. I order that the landlord retain the \$500.00 security deposit that it holds, in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$323.37. This order may be registered 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: July 16, 2014

Residential Tenancy Branch

