



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for costs for cleaning and painting and for the filing fee. The landlord also applied to retain the security deposit.

On July 17, 2014, the landlord served the notice of hearing on the tenant by registered mail to the tenant's forwarding address as provided by the tenant, in writing. The landlord filed a tracking number. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for cleaning and painting costs and for the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord testified that the tenancy started on August 01, 2004. The rent at the end of tenancy was \$960.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$400.00. The tenant moved out on June 30, 2014.

The landlord testified that she gave the tenant a notice with two options to schedule the date and time of the move out inspection. The tenant did not attend the inspection and left the keys to the rental unit inside the rental unit. The landlord conducted the inspection in the absence of the tenant and found that the unit was in need of cleaning. The landlord filed the move out inspection report along with photographs and an invoice to support her claim for the cost of cleaning, in the amount of \$130.76.

The landlord also stated that the tenant had painted the unit herself and failed to restore the unit to the colour that was approved of, by the landlord. The landlord is claiming the cost of applying a second coat of paint in the amount of \$328.80.

Analysis

Based on the sworn testimony of the landlord and in the absence of any contradictory evidence, I accept the landlord's evidence in respect of the claim. I find that the tenant left the unit in a condition that required cleaning and therefore I award the landlord \$130.76 which is the cost of cleaning as per the invoice filed by the landlord.

Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the painting of the interior of the unit. As per this policy, the useful life of interior painting is four years. The landlord last painted the rental unit just prior to the start of tenancy in August 2004 and therefore by the end of the tenancy of 10 years, the painting had outlived its useful life and would have to be painted by the landlord at her own cost anyway. Accordingly the landlord's claim for the cost of painting in the amount of \$328.80 is dismissed. Since the landlord has proven a portion of her claim, I find that she is also entitled to the recovery of the filing fee.

Overall, the landlord has established a claim of \$130.76 for cleaning plus \$50.00 for the filing fee for a total of 180.76. The landlord has in her possession a security deposit of \$400.00 plus accrued interest of \$14.16 for a total of \$414.16. I order that the landlord retain \$180.76 from this amount and return the balance of \$233.40 to the tenant within 15 days of receipt of this decision.

Conclusion

The landlord may retain \$180.76 from the security deposit plus accrued interest and must return \$233.40 to the tenant within 15 days of receipt of this decision.

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: December 19, 2014

Residential Tenancy Branch

