



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Gateway Property Management Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND MNSD FF

### Introduction

This hearing dealt with monetary applications by the landlord and the tenant. Both the landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on August 1, 2008. On July 2, 2008, the landlord collected a security deposit from the tenant in the amount of \$495. On August 11, 2008 the landlord and the tenant carried out a move-in inspection and completed a condition inspection report.

The tenancy ended on June 26, 2014. On that date, the landlord and the tenant carried out a move-out inspection. The tenant indicated on the move-out condition inspection report that she did not agree to the condition of the rental unit as indicated by the landlord, and she did not authorize the landlord to keep any portion of the security deposit.

### *Landlord's Claim*

The landlord claimed monetary compensation as follows:

- 1) \$123.38 for dry cleaning blinds – the landlord stated that the tenant did not have the blinds cleaned at the end of the tenancy, as required;
- 2) \$359.38 for paint, primer, varnish and nails and \$1,015 for labour to repaint the unit – the landlord stated that the tenant painted the walls in dark colours, and did not return the walls to a lighter colour at the end of the tenancy, as required. The landlord's evidence indicates that they had to do three coats of paint to cover the dark colours; and
- 3) \$100 for file preparation for the dispute resolution hearing.

In support of their application the landlord submitted several photographs as well as invoices and receipts.

The tenant's response to the landlord's claim was as follows.

The tenant stated that the blinds in the unit were vertical semi-cloth, semi-plastic blinds that had to have been at least seven years old, and it probably would have been less expensive to replace the blinds than to clean them.

The tenant stated that she was given verbal permission at the beginning of the tenancy to paint the walls. The tenant stated that she did not paint every wall. The tenant stated that at the outset of the tenancy, half of the baseboards were white and half were brown, and she painted the brown ones white so that they matched. The tenant submitted that the landlord is required to paint every four years, so the tenant should not be responsible for the cost of painting.

### *Tenant's Claim*

The tenant claimed recovery of her security deposit and return of partial rent for June 2014, in the amount of \$108.99.

The tenant's evidence was that the landlord harassed the tenant in the last days of the tenancy to the point where her health was deteriorating from the stress. The tenant submitted that the landlord's harassment made it impossible for the tenant to stay in the unit until the last day of the tenancy.

The landlord's response to the tenant's claim was that he did not harass the tenant, and he only talked to her once in the hallway. The landlord acknowledged that he sent the tenant a lot of text messages near the end of the tenancy.

### Analysis

#### *Landlord's Claim*

I find that the landlord is entitled to \$123.38 for cleaning the blinds. It was the tenant's responsibility to clean the blinds and she did not do so. The tenant did not provide evidence to support her statement that it may have been less expensive to replace the blinds than to clean them.

I find that the tenant did fail to return the walls to a lighter colour as required. However, the landlord's photographs confirm that not all of the walls were painted a darker colour, and the landlord's invoice for labour indicates that they repainted all of the walls, and applied three coats of paint. The average life of paint, as set out in the Residential Tenancy policy guideline, is four years. The paint was approximately six years old, and the landlord did not adjust their claim to take these factors into account. I therefore find that the landlord is entitled to a nominal award of \$200 for the costs associated with painting.

The landlord is not entitled to recovery of costs associated with the dispute resolution process, except for the filing fee, which I will address below.

#### *Tenant's Claim*

I find that the tenant did not provide sufficient evidence to establish that the landlord harassed her. The landlord's evidence shows that he did send the tenant several text messages; however, the majority of those messages were sent after the tenant informed the landlord that she would be moving out early. I therefore find that the tenant is not entitled to recovery of the balance of rent for June 2014.

#### *Filing Fees*

As the landlord's application was partially successful, they are entitled to partial recovery of their filing fee, in the amount of \$25.

It was not necessary for the tenant to file an application for recovery of the security deposit. As the balance of the tenant's application was not successful, she is not entitled to recovery of her filing fee.

### Conclusion

The tenant's application is dismissed.

The landlord is entitled to \$348.38. I order the landlord to retain this amount from the security deposit in full compensation of this amount. The security deposit and applicable interest totals \$498.71. I therefore grant the tenant an order under section 67 for the balance due of \$150.33. This order may be 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: December 17, 2014

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Residential Tenancy Branch

