



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

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

Preliminary Matter(s)

During the hearing it was noted that the address shown for the tenants in the landlord's online application for dispute resolution, is not the same as the forwarding address provided by the tenants at the end of tenancy. Nevertheless, the tenants acknowledged receiving the landlord's hearing package, and the tenants confirmed that their current address is the same as the one they provided on the move-out condition inspection report at the end of tenancy. In the result, it was determined that the incorrect address shown on landlord's application was a clerical / administrative error, and was not the address used by the landlord for service of the hearing package.

Additionally, during the hearing the landlord withdrew the aspect of the original application concerning the recovery of loss of rental income for September 2014.

Issue(s) to be Decided

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

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on April 01, 2012. Monthly rent of \$1,800.00 was due and payable in advance on the first day of each month, and a security deposit of \$900.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

Following notice given by the tenants, the tenancy ended August 31, 2014, and a move-out condition inspection report was completed with the participation of both parties. The tenants provided a forwarding address on the move-out condition inspection report. The landlord's application for dispute resolution was filed on September 15, 2014.

Analysis

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

\$378.00: (12 hours @ \$30.00 per hour + tax) miscellaneous cleaning in the unit

Section 37 of the Act addresses **Leaving the rental unit at the end of a tenancy**, 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....

I note that the move-out condition inspection report documents a need for cleaning in certain areas of the unit, and there are no notations to the effect that the tenants dispute any of these evaluations. Further, however, there is the statutory provision requiring that tenants leave a unit "reasonably clean." In the result, on balance I find that the landlord has established entitlement limited to **\$189.00**, or ½ the amount claimed.

\$2,310.00: patching / repairs & painting of walls and trim

Residential Tenancy Policy Guideline # 40 addresses the "Useful Life of Building Elements," and provides that the useful life of interior paint is 4 years (48 months). The landlord testified that the unit was painted just prior to the start of this tenancy which lasted 29 months. A 29 month tenancy reflects 60% of 48 months. Following from this, it might be argued that the tenants have a responsibility for 40% of the cost claimed (48 – 29 months = 19), at least for paint. Specifically, 40% of the cost claimed is \$924.00.

A related issue is whether patching / repairs were required because of damage that was beyond "reasonable wear and tear." Again, I note that notations on the move-out condition inspection report speak variously to dents, gouges and scratches, and there is no indication on the report that the tenants objected / disagreed with such evaluations.

Accordingly, I find that some portion of the patching / repairs required is a reflection of a measure of wear and tear that was in excess of "reasonable."

In consideration of all the foregoing, I find on balance that the landlord has established overall entitlement limited to **\$1,150.00**.

\$50.00: *filing fee*

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

Sub-total entitlement: **\$1,389.00**.

I order that the landlord retain the security deposit of **\$900.00** and I grant the landlord a **monetary order** under section 67 of the Act for the balance owed of **\$489.00** (\$1,389.00 - \$900.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlords in the amount of **\$489.00**. Should it be necessary, this order may be served on the tenants, 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: April 30, 2015

Residential Tenancy Branch

