



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNDC, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of cleaning, painting, repairs and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of cleaning, painting, repairs and for the recovery of the filing fee?

Background and Evidence

The tenancy started in April 01, 2014 and ended on June 01, 2015. The monthly rent was \$1,100.00 payable on the first of each month.

The landlord stated that the tenant left the unit in a condition that required cleaning, painting and repair. The landlord filed a CD which he stated would show the condition of the unit in November 2012 and at the end of this tenancy.

The landlord stated that he had the unit painted in November 2012 and since then he had a tenant who occupied the unit for one month and another tenant who occupied the unit for 13 months. The respondents moved in after the second tenant moved out.

The tenant stated at the time the tenancy started the walls were painted with primer and looked streaky.

The walls in the high traffic areas were dirty and had some dings and holes in the walls. The tenant offered to paint the unit and the landlord agreed. The tenant stated that he painted the entire unit at his cost, at the start of tenancy.

The landlord stated that at the end of the tenancy the tenant had patched a wall in the living room but to finish the job, he used a paint that did not match with the rest of the wall. The tenant agreed to having mismatched the paint but stated that it for was only a small portion of the wall and that the landlord was claiming the cost of painting the entire unit.

The landlord stated that the laminate flooring was scratched in the living room and there were paint spots all through the unit. The tenant agreed that his couch scratched the laminate in the living room but stated that the few paint spots that were missed by him were easily picked off the floor using fingernails.

The tenant agreed that he had forgotten to put the oven self-clean switch on. The landlord stated that the oven was not clean and that the fireplace was not swept. The landlord is claiming for the time spent to clean the oven and the fireplace.

The landlord stated that the towel rack was missing from the washroom. The tenant stated that the rack was wobbly at the start of tenancy and fell apart sometime during the tenancy. The tenant stored the rack in the closet and stated that it got packed by mistake, along with his belongings. The tenant filed a photo of the broken rack and offered to return it to the landlord. The landlord is claiming \$26.98 to replace the rack.

The landlord stated that the blinds were missing at the end of tenancy. The tenant stated that the blinds were old and broken and therefore he removed them and installed drapes. The landlord could not recall the age of the blinds.

The landlord is claiming the following:

1.	Painting	\$500.00
2.	Cleaning oven and fireplace	\$82.50
3.	Repair laminate	\$334.68
4.	Replace towel rack and supplies	\$100.14
5.	Replace blinds	\$351.53
6.	Filing fee	\$50.00
	Total	\$1,418.85

Analysis

The landlord filed digital evidence. I was unable to view the evidence in the format provided by the landlord. Based on the testimony of both parties and the documents filed into evidence by the landlord, I find as follows:

1. Painting - \$500.00

The landlord painted the unit in November 2012 and then had tenants rent it prior to this tenancy. The tenant painted the entire unit at his own expense in 2014.

Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. As per this policy, the useful life of interior painting is four years and the landlord would have had to paint the unit at his own expense in 2016. However since the tenant painted the unit in 2014, the landlord will not need to repaint the unit until 2018. I find that the tenant added value to the unit and is not liable for the cost of painting the unit.

Since the landlord has benefitted from the work done by the tenant, I find it appropriate to allow the landlord to absorb the cost of repainting the small portion of mismatched paint and I dismiss the landlord's claim for the cost of painting the entire unit.

2. Cleaning oven and fireplace - \$82.50

The landlord has claimed \$60.00 to clean the oven and \$22.50 to clean the fireplace at the rate of \$30.00 per hour. The tenant stated that the oven is a self-clean oven and requires a switch to be pressed to clean the oven. Therefore the landlord's claim for two hours to clean the oven is dismissed. The landlord is claiming \$22.50 for time spent to clean the fireplace. The tenant agreed that he did not clean the fireplace but stated that it was rarely used. I find it appropriate to award the landlord his claim of \$22.50 towards the cost of cleaning the fireplace.

3. Repair laminate - \$334.68

The tenant agreed that his couch created a scratch on the laminate and there were some paint spots he had missed. The landlord stated that there were many scratches on the entire floor and is claiming for the cost of supplies and his labor.

Based on the testimony of both parties, I find that the paint spots did not need treatment or sanding. However, the tenant is responsible for the scratch created by his couch but is not responsible for scratches that may be a result of wear and tear during the multiple tenancies.

Based on the cost of the filler (\$6.47) and for the time to sand, fill and finish the area of the scratch made by the tenant's couch, I award the landlord \$30.00 towards his claim.

4. Replace towel rack and supplies - \$100.14

The tenant testified that the rack was wobbly at the start of tenancy and came apart soon after. The tenant stated it was taken in error and offered to return the broken towel rack to the landlord. The landlord refused.

Residential Tenancy Policy Guideline #1 provides that the tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises).

Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.

In this case, I accept the tenant's testimony regarding the fate of the towel rack and find that the rack was not damaged due to negligence on the part of the tenant. Therefore I find that the tenant is not responsible for the cost of replacing the rack.

5. Replace blinds - \$351.00

The tenant stated that the blinds were old and falling apart. The landlord was unable to provide information on the age of the blinds and therefore I am unable to assess the useful life or value of the blinds at the end of tenancy. Therefore the landlord's claim to replace the blinds is dismissed.

6. Filing fee - \$50.00

The landlord has proven a fraction of his claim and therefore I award him a portion of the filing fee in the amount of \$25.00.

Overall the landlord has established the following claim:

1.	Painting	\$0.00
2.	Cleaning oven and fireplace	\$22.50
3.	Repair laminate	\$30.00
4.	Replace towel rack and supplies	\$0.00
5.	Replace blinds	\$0.00
6.	Filing fee	\$25.00
	Total	\$77.50

I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the amount due of \$77.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$77.50**.

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: September 11, 2015

Residential Tenancy Branch

