



Dispute Resolution Services

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, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. Despite having been served with the application for dispute resolution and notice of hearing sent via registered mail on May 27, the tenant did not participate in the conference call hearing.

The landlord filed their application for dispute resolution on May 27, 2015. AS the tenancy ended on May 31, 2013 and as the landlord filed the application within 2 years of the end of the tenancy, I find that this application was filed within the requisite timeframe.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on February 1, 2009 and ended on May 31, 2013. At the end of the tenancy, the tenant failed to adequately clean the carpets. The landlord arranged for the carpets to be cleaned and seek to recover the \$122.99 paid for cleaning. The landlord provided an invoice showing the work performed and the amount paid.

During the tenancy, the tenant painted several of the walls in the house with a dark colour and did not return the walls to their original colour at the end of the tenancy. The landlord seeks to recover the \$655.50 cost of applying a second and third coat of paint to the walls, which were required due to the dark colour applied by the tenant. The landlord provided an invoice showing the work performed and the amount paid.

The tenant also painted several doors in the unit during the tenancy and the landlord was unable to remove the paint from the doors, which originally had a natural wood finish. The landlord seeks to recover the \$644.24 cost to purchase new doors. The landlord provided an invoice showing the work performed and the amount paid.

The landlord also seeks to recover the \$50.00 filing fee paid to bring their application.

Analysis

The *Residential Tenancy Act* (the “Act”) establishes the following test which must be met in order for a party to succeed in a monetary claim.

1. Proof that the respondent failed to comply with the Act, Regulations or tenancy agreement;
2. Proof that the applicant suffered a compensable loss as a result of the respondent’s action or inaction;
3. Proof of the value of that loss; and (where applicable)
4. Proof that the applicant took reasonable steps to minimize the loss.

Section 37(2) of the Act provides that tenants are obligated to leave the rental unit in reasonably clean and undamaged condition, except for reasonable wear and tear.

I accept the undisputed evidence of the landlord. I find that the tenant failed to leave the carpet reasonably clean at the end of the tenancy thereby breaching her obligation under section 37. I find that the landlord suffered a compensable loss as a result, that they have proven the value of that loss and that they could not have mitigated this loss. I find that the tenant must be held liable for that loss and I award the landlord \$122.99.

I find that the tenant painted interior walls of the rental unit during the tenancy and that because of her failure to return the walls to their original colour, the landlord incurred expense to repaint the walls several times. I find that the failure to return the walls to their original colour is equivalent to causing damage to the rental unit which goes beyond what may be characterized as reasonable wear and tear and that the loss could not have been minimized. I find that the tenant must be held liable for the cost of applying 2 additional coats of paint and I award the landlord \$655.50.

I find that the painting of the doors in the unit is also equivalent to causing damage beyond reasonable wear and tear and I find that the landlord suffered a compensable loss as a result of the tenant’s actions and could not have mitigated their losses. I find that the tenant must be held liable for the landlord’s loss and I award the landlord \$644.24.

As the landlord has been wholly successful in their claim, I find they should recover their filing fee and I award them \$50.00 for a total entitlement of \$1,472.73. I grant the landlord a monetary order under section 67 for this sum. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$1,472.73.

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: October 02, 2015

Residential Tenancy Branch

