



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 all or part of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

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

Background and Evidence

There is no written tenancy agreement in evidence for this month-to-month tenancy which began on September 15, 2013. Monthly rent was \$1,510.00 and a security deposit of \$755.00 was collected. A move-in condition inspection report was completed with the participation of both parties. The tenant was the first occupant in what was a brand new condominium unit.

Tenancy ended effective April 30, 2015. A walk through of the unit was completed on April 29, 2015 and notations related to the landlord's concerns about the condition of the unit were made on a sheet of paper and copied to the tenant. Following email exchanges between the parties, the landlord concluded that the tenant would not address concerns about the condition of the unit to the landlord's satisfaction. The landlord then completed a standard move-out condition inspection report in the tenant's absence which he copied to the tenant. By email dated May 04, 2015 the tenant provided his forwarding address. New renters later took possession of the unit.

The tenant acknowledges limited responsibility for cleaning and repairs ("oven cleaning and bbq mark on the patio wall"), but considers that the balance of the landlord's concerns reflect nothing in excess of reasonable wear and tear. The landlord's

application for dispute resolution was filed on May 13, 2015. There is no application for dispute resolution before me from the tenant.

Analysis

At the outset, the attention of the parties is drawn to section 37 of the Act which 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....

While the landlord seeks compensation in the total amount of \$2,200.00, a detailed breakdown of all costs is not included in the application. Rather, during the hearing the landlord addressed some of the component parts of the total compensation sought.

Based on the testimony of the parties and the documentary evidence which includes, but is not limited to, 8 photographs taken in and around the unit, the various aspects of the landlord's application and my related findings are set out below.

\$1,659.00: *repairs to laminate flooring*

The landlord testified that the amount claimed reflects an estimate, and that no actual costs have presently been incurred. As well, the email breakdown of costs for repairs to flooring, which is included in evidence, is too small to be readable. Despite this, some damage to the flooring is shown in 1 photograph in particular. I find that what appear to be scrapes / gouges in a limited portion of the flooring are in excess of what could be considered reasonable wear and tear for such a short tenancy. Despite certain irregularity in the manner in which the move-out condition inspection report was completed, I find that the landlord has established entitlement limited to **\$250.00**.

\$250.00: *unit cleaning & cleaning of wall adjacent to barbeque*

In consideration of the notations made on the move-in and move-out condition inspection reports, as well as notations made on the "piece of paper" at the end of tenancy, and in view of the tenant's acknowledgement that he did not complete some of the cleaning that was required in / around the unit, I find that the landlord has established entitlement limited to **\$100.00**.

Exact dollar amount not defined: *painting*:

Residential Tenancy Policy Guideline # 40 speaks to the “Useful Life of Building Elements” and provides that the useful life of interior paint is 4 years. In view of reasonable wear and tear in the approximate 1½ year tenancy in a brand new unit, and in consideration of the landlord’s testimony which is that no painting was undertaken in the unit following the end of the tenancy, I find that the landlord has failed to meet the burden of proving entitlement to any compensation related to painting. This aspect of the application must therefore be dismissed.

Exact dollar amount not defined: *replacement of garburator splash back / gasket*

In the absence of documentary evidence that either of the above 2 items was actually replaced, or documentary evidence in support of the estimated cost of replacing either of them, this aspect of the application is hereby dismissed.

\$50.00: *filing fee*

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

Total entitlement: \$400.00 (\$250.00 + \$100.00 + \$50.00)

Conclusion

The landlord is ordered that he may withhold **\$400.00** from the tenant’s security deposit.

The landlord is ordered to repay the balance of the security deposit to the tenant in the amount of **\$355.00** (\$755.00 - \$400.00), and a **monetary order** is hereby issued in favour of the tenant to that effect.

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: November 12, 2015

Residential Tenancy Branch

