



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC KINSMEN HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

The landlord applies for a monetary award for the cost of cleaning, door repair and painting preparation work after the end of the tenancy.

Both parties attended the hearing, the landlord by its representative Ms. N., and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

The tenant agrees to the landlord's claim for cleaning charges of \$45.00 and the replacement of three doors at a cost of \$300.00. Only the claim for primer painting of walls is in dispute.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenant is responsible for primer painting and if so, is the landlord's charge reasonable?

Background and Evidence

The rental unit is a three bedroom unit in a four-plex building. The tenancy started November 1, 2003 and ended August 31, 2015. The last rent was \$1032.00 per month. The landlord holds a \$600.00 security deposit, paid October 21, 2003.

The tenancy agreement prohibits the tenant from painting inside the apartment without the landlord's written permission.

At the end of the tenancy the tenant left one bedroom painted a dark blue, another a dark green and a third a dark grey with black trim. Although the tenant notes that various landlord representatives saw the painted rooms over the years of this tenancy, she did not have written permission to paint or to paint in those colours.

The landlord's representative Ms. N. says that the landlord would ordinarily paint the rooms at its own cost after this tenancy, but because of the tenant's paint job, particularly the deep colours used, it will be necessary to conduct preparation painting with primer before the actual final repainting. In effect, the landlord will have to paint the rooms twice. It feels that the tenant should be responsible for the extra painting.

The repainting has not yet been done. Ms. N. says there is a general renovation going on at the building and so the painting will take place after that.

She calculates the cost of the preliminary painting at \$125.00 per room plus \$21.98 for materials. This calculation is based on a larger painting quote from a business operated by her husband.

The tenant says that the landlord would be painting anyway and so she shouldn't have to pay for it. She says that a quote from the husband of the landlord's representative is of dubious value.

Analysis

Whether or not the tenant was prohibited from painting, the chief issue is whether the colours she used caused extra work for the landlord in painting after she left.

I find that it did. I accept Ms. N.'s proposition that to cover over the tenant's paint, at least two coats of paint will be required and the tenant is responsible for that cost.

I agree with the tenant that a quote for work from a person related to the landlord or its representatives should be scrutinized with care. I find that the cost \$125.00 to paint each room is a reasonable cost. The material costs are reasonable as well.

I accept Ms. N.'s explanation for why the work has not yet been done and her statement that the rental unit has not been re-rented, as it awaits renovation.

I award the landlord its claimed \$442.98. for primer painting.

Conclusion

The landlord is entitled to a monetary award of \$787.98 as claimed, plus recover of the \$50.00 filing fee. I authorize the landlord to retain the \$600.00 security deposit plus interest of \$21.24 in reduction of the amount awarded.

There will be a monetary order against the tenant in the amount of \$216.74.

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: January 07, 2016

Residential Tenancy Branch

