



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This is an application brought by the Landlord requesting a monetary order in the amount of \$3046.46 and recovery of the \$50.00 filing fee

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on September 10, 2015; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing, and therefore it is my finding that the respondent has been properly served with notice of the hearing, and I therefore conducted the hearing in the respondent's absence.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began on October 30, 2014 with a monthly rent of \$1300.00 and at that time a security deposit of \$650.00 was paid.

The applicant further testified that the tenants vacated the rental unit on June 1, 2015 after failing to pay the June 2015 rent.

The applicants further testified that the tenant had painted the entire interior of the rental unit in very bold colors, including gray and purple and as a result the rental unit had to be repainted back to neutral colors. The applicant stated that the last time the rental unit was painted last two years prior to the tenant moving into the rental unit.

The applicant further testified that the tenant failed to return all the keys to the rental unit and therefore the locks had to be changed.

The applicant further testified that the clothes rod was missing from one of the closets in the rental unit and it had to be replaced.

The applicant further testified that the floors in the rental unit were badly damaged and as a result will have to be repaired, and the estimate to have those repairs done was \$2731.00, although they have only claimed \$1007.32 on their application.

The applicant further testified that at the end of a tenancy curtain was missing and the cost to replace that curtain his \$50.00.

The applicants are therefore requesting a monetary order as follows:

Painting labor	\$375.00
Cost of paint	\$190.82
Purchase painting rollers	\$29.43
Repair wood floor	\$1007.32
Replace closet rod	\$54.88
Replace lock	\$39.19
Lost rental revenue for June 2015	\$1300.00
Replace missing curtain	\$50.00
Filing fee	\$50.00
Total	\$3096.64

Analysis

I accept the landlord's testimony that the rental unit was in need of painting due to the bold colors the tenant had painted the unit, however Residential Policy Guideline # 40 states that the useful life of interior paint is 4 years, and therefore, since the rental unit had not been painted for two years prior to the tenancy, I will only allow half the cost of painting as follows:

Painting labor	\$187.50
Cost of paint	\$95.41
Cost of rollers	\$14.71
Total	\$297.62

I also accept the landlords testimony that only one key was returned, that the closet rod was missing, and that one curtain was missing and therefore I allow the landlords claim for replacing the closet rod, changing the locks, and replacing the curtain.

I also accept the landlord's testimony that the estimated cost to repair the hardwood floors totals \$2731.00, however on the application the landlord is only applied for \$1007.32 and therefore that is the amount of the claim I will allow for repairing the hardwood floors.

It is also my finding that the tenant failed to give the required one clear month Notice to End Tenancy and as a result the landlord lost the full rental revenue for the month of June 2015, and therefore I allow that portion of the claim.

Therefore the total amount of the landlord's claim I have allowed is as follows:

½ the total cost of painting	\$297.62
Replacing the lock	\$39.19
Replacing the closet rod	\$54.88
Floor repair	\$1007.32
Replace missing curtain	\$50.00
Lost rental revenue	\$1300.00
Filing fee	\$50.00
Total	\$2799.01

Conclusion

I have allowed \$2799.01 of the applicants claim and I therefore order that the landlord may retain the full security deposit of \$650.00 and pursuant to section 67 of the Residential Tenancy Act I have issued a monetary order in the amount of \$2149.01.

The remainder of this claim is dismissed without leave to reapply.

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: March 07, 2016

Residential Tenancy Branch

