



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The landlord's named representatives called in and participated in the hearing. The tenant did not attend although he was served with the application and Notice of Hearing sent by registered mail to his forwarding address on December 18, 2015.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

The rental unit is an apartment in Richmond. The tenancy began on March 28, 2014. The monthly rent was \$1,200.00, payable on the first of each month. The tenant paid a security deposit of \$600.00 at the start of the tenancy. The tenant was given a notice of rent increase to increase the rent to \$1,2250.00 per month effective November 1, 2015.

The tenant gave a one month Notice to End Tenancy and moved out of the rental unit on November 30, 2015.

The landlord applied to claim the following amounts:

- Rent owing: \$2,500.00
- Carpet cleaning: \$131.25
- Blinds and window cleaning: \$40.00
- Suite cleaning and materials: \$240.00
- Painting and materials: \$1,350.00

The landlord submitted photographs of the rental unit. The landlord's representative testified that the tenant painted the rental unit in more than seven different colours using water and oil based paint. The living room and front entrance were painted bright red. The master bedroom and laundry room were painted dark grey. The second bedroom was painted glossy dark green. The third bedroom was painted dark red with oil based paint. Other areas were painted light grey, bright red and beige and the door frames were painted black. The landlord's representative testified that the landlord was unable to re-rent the unit for the month of December because of the extensive amount of work and re-painting required. The landlord submitted photographs showing the interior painting performed by the tenant.

The cleaning performed included 5 hours of cleaning charged at an hourly rate of \$40.00 per hour.

Analysis

The landlord claimed loss of rent in the amount of \$2,500.00, however at the hearing the landlord's representative confirmed that rent for November was paid. Based on the testimony of the landlord's representative and the supplied photographs, I find that the painting done by the tenant had to be rectified before the rental unit could be re-rented and this prevented the unit from being rented for any part of December. I allow the landlord's claim for loss of rental income for December in the amount of \$1,225.00. I allow the claim for painting and materials in the amount of \$1,000.00 because the extensive work was necessitated by the tenant's unauthorized painting and odd colour choices. The claimed amount is reduced because the landlord would have had to perform some painting to account for ordinary wear and tear at the end of the tenancy even if the tenant had not done the problematic painting work. The landlord is entitled to recover the cost of carpet cleaning in the amount of \$131.25. The landlord has charged for cleaning at an hourly rate of \$40.00. I find that rate to be excessive; an hourly rate of \$20.00 is more appropriate. I allow the claim for blinds and window cleaning in the amount of \$20.00 and the general cleaning in the amount of \$140.00, inclusive of cleaning materials.

The total amount awarded to the landlord is the sum of \$2,516.25. The landlord is entitled to recover the \$50.00 filing fee for this application for a total award of \$2,566.25. I order that the landlord retain the security deposit of \$600.00 in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$1,966.25. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

The landlord's claim has been allowed in the amount stated.

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: August 08, 2016

Residential Tenancy Branch