



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BAYWEST MGMNT. CORP

DECISION

Dispute Codes MNSD

Introduction

The tenant seeks to recover \$200.00 charged by the landlord to clean or repair pencil drawings one of the tenant's children had made on the apartment wall.

Both parties attended the hearing, the landlord by its representative, 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.

Issue(s) to be Decided

Did the landlord have lawful grounds to \$200.00 from the tenant's security deposit?

Background and Evidence

The rental unit is a one bedroom apartment. The tenancy started in 2012 and ended in August 2015. The last rent was \$985.00. The tenant paid a \$483.00 security deposit.

At the end of the tenancy the parties conducted a move-out inspection and the landlord prepared a condition report. At the end of the report the tenant authorized the landlord to retain \$80.00 of her security deposit for "carpet" and \$200.00 for painting the walls of the room containing the pencil drawings.

The landlord kept the \$280.00 and returned the \$203.00 balance of the deposit.

The tenant testifies that earlier in the tenancy other of the landlord's representatives told her she would not be charged for repainting the walls because the landlord would paint them anyway after a tenancy of three years.

As well, she says, after she'd signed the authorization on the move-out report, one of the carpet cleaners told her that \$200.00 was too much to pay for the work involved.

Mr. P. for the landlord disclaims any prior, authorized representations about charging for the cleaning/repair of the wall.

Analysis

The tenant's application must be dismissed. She has signed the move-out condition report agreeing to the \$200.00 charge and it is binding on her.

Had there been a prior agreement that she would not be charged, as she alleges, then she should not have signed the report agreeing to the charge. In that event, the landlord would have been required to make an application for an award regarding the pencil drawings and to prove the reasonable cost to clean or repair the wall.

The tenant may have regrets as the result of a later conversation with one of the carpet cleaners but the cost of repairing the wall was an item she could have determined before signing the report or which she could have had an arbitrator determine had she refused to sign.

There is no evidence to indicate that the tenant was forced or tricked into signing the authorization. She is bound by it and cannot now recover an amount she agreed in writing to pay to the landlord from her security deposit.

Conclusion

The application must be dismissed.

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: February 15, 2017

Residential Tenancy Branch