



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

The Landlord applied for dispute resolution seeking compensation for damage to the unit; to keep the security deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The evidence was reviewed and confirmed received by each party. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to compensation for damage to the unit?
- Is the Landlord entitled to keep the security deposit?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on March 15, 2015, as a 1 year fixed term tenancy to continue thereafter as a month to month tenancy. Rent in the amount of \$1,900.00 was due on the first day of each month. The Tenants paid the Landlord a security deposit of \$950.00. The tenancy ended on June 21, 2016. A copy of the tenancy agreement was provided by the Landlord.

The Landlord testified that the cleaning and repairs to the rental unit were required after the Tenants moved out.

The Landlord is requesting compensation for the following items:

Painting	\$1,831.00
Blinds	\$277.20
Dura Clean	\$170.63
Oven knob	\$162.75
General trade	\$189.00
Gouge in counter/ cabinet	\$336.00
Flooring	\$336.00
Faucet	\$42.00
Kitchen Door	\$157.50
Kitchen Cabinet	\$187.95
Light Bulbs	\$2.00
Dresser Top	\$446.25
Remote control	\$55.99

Painting

The Landlord submitted that she needed to paint the entire suite after the Tenants moved out. She testified that in each room there was damage or paint on the walls. The Landlord testified that there were blue color strips running down the Living room wall. She testified that the rental unit was last painted in July 2012, and the paint was in good condition. The Landlord provided photographs of the walls within the rental unit. The Landlord submitted that it cost \$1,831.00 to have a company fill the holes, sand, and primer and paint the rental unit. The Landlord provided a receipt from the company who completed the work.

In response the Tenants submitted that they agree that the rental unit was not left in the condition it should have been. They submitted that some walls were banged while moving out, and there was a spot of paint inside a shoe closet. They submitted that it is not the responsibility of Tenants to paint the entire suite.

Blinds

The Landlord testified that venetian blinds were missing from a window. She testified that the price to find a blind to match the other window blinds cost \$250.33.

In response the Tenants submitted that the blind got bent, and they had meant to replace the blinds but never got around to doing so. The Tenants accept the Landlord's claim of \$250.33.

Cleaning

The Landlord testified that the rental unit needed additional cleaning after the Tenants moved out of the rental unit. The Landlord is seeking \$170.63.

The Tenants testified that they did clean the rental unit but did not have time to complete all the cleaning that was required. The Tenants submitted that they are not disputing the Landlord's claim for \$170.63.

Oven Knob

The Landlord testified that the oven is over 20 years old and she has not replaced a missing oven knob. The Landlord dropped the claim for \$162.75.

Faucet Connector

The Landlord dropped the claim for \$42.00 for the faucet during the hearing.

Stove repair

The Landlord testified that there was damage to the enamel on the stove top that required repair.

The Tenants agreed to pay \$15.00 for the repair kit and \$20.00 for the labour for a total amount of \$35.00.

Cabinet Damage

During the hearing the Landlord stated that she did not get the cabinet repaired and she dropped her claim for \$336.00.

Flooring

During the hearing the Landlord stated that she has not repaired the flooring and she dropped her claim for \$336.00.

Light Bulb

The Landlord submitted that she needed to needed to replace a fridge light bulb. The Landlord is seeking \$2.00 for the cost of the light bulb.

In response the Tenants agreed to pay the cost of the light bulb.

Dresser Top

The Landlord testified that a dresser was water damaged by the Tenants which caused the veneer top to lift. The Landlord testified that the dresser was custom built in 1996 and was in pristine shape. The Landlord provided a photograph of the dresser. The Landlord amended her claim amount to \$214.97 for the cost of the repair.

In response, the Tenants testified that the dresser was already damaged / water stained at the time of the move in inspection. The Tenants submitted that the veneer was already peeling. The Tenants referred to the move in Condition Inspection Report which indicates the top of the built in dresser is water stained.

Remote Control

During the hearing the Landlord withdrew her claim for the cost of a replacement remote control.

Security Deposit

The tenancy ended on June 21, 2016. On June 29, 2016, the Landlord applied for Dispute Resolution to keep the security deposit.

At the end of the tenancy the parties participated in a move out inspection. The move out Condition Inspection Report, and addendum, indicates the Tenant signed over the security deposit to the Landlord at the end of the tenancy.

The Tenant testified that she agreed to sign over the security deposit for cleaning and damages.

Analysis

Section 37 of the Act states that when a Tenant vacates a rental unit, the Tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Based on the evidence and testimony before me, I make the following findings:

Painting

The Residential Tenancy Branch Policy Guideline #1 Responsibility for Residential Premises states that the Landlord is responsible for painting the interior of the rental unit at reasonable intervals.

The Residential Tenancy Branch Policy Guideline #40 Useful Life of Building Elements is a general guide for determining the useful life of building elements when considering applications and determining damages. The Guideline indicates that interior painting has a useful life of 4 years.

I find that the interior of the rental unit was last painted four years prior and was at the end of its useful life. However, I also find that the Tenants damaged some walls which required filling, sanding, and primer. In the circumstances I find that the Tenants should be responsible to pay a portion of the Landlord's claim.

I grant the Landlord the amount of \$366.40 which is 20% of her claim for \$1,832.00.

Blinds

The Tenants agreed to pay the Landlord the amount of \$250.33

Cleaning

The Tenants agreed to pay the Landlord the amount of \$170.63

Oven Knob

The Landlord withdrew this claim.

Faucet Connector

The Landlord withdrew this claim.

Stove repair

The Tenants agreed to pay the Landlord the amount of \$35.00 for the damage to the enamel of the stove.

Cabinet Damage

The Landlord withdrew this claim.

Light Bulb

The Tenants agreed to pay the Landlord the amount of \$2.00.

Dresser Top

I accept the Tenant's testimony that the dresser top had pre-existing damage. The move in inspection within the Condition Inspection Report supports the Tenant's testimony. The Landlord did not provide sufficient evidence to prove that the Tenants caused additional damage to the already damaged dresser top. The Landlord's claim for \$214.97 is dismissed.

Remote Control

The Landlord withdrew this claim.

Monetary Award

The Landlord has established a monetary claim in the amount of \$824.36.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was only partially successful in her application, I order the Tenant to repay \$50.00 of the \$100.00 fee that the Landlord paid to make application for dispute resolution.

I order that the Landlord is entitled to retain \$874.36 from the security deposit of \$950.00.

I order the Landlord to repay the Tenants the remainder of the security deposit in the amount of \$75.64.

Conclusion

The Landlord is authorized to retain \$874.36 from the security deposit due to cleaning and damage to the rental unit.

I order the Landlord to return the remainder of the security deposit in the amount of \$75.64 to the Tenants within 15 days of this decision.

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 1, 2017

Residential Tenancy Branch