



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

This is an application brought by the Landlord requesting a monetary order in the amount of \$220.56 and requesting recovery of the \$100.00 filing fee.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

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 parties agree that this tenancy began on November 2, 2015 and ended on October 31, 2016.

The parties also agree that the tenant paid a security deposit of \$545.00 on November 2, 2015.

The landlords testified that, at the end of the tenancy, the tenant left some scuffs on the walls of the rental unit and as a result they had to have touch up painting done in the rental unit. The landlord further stated that the walls were last painted approximately 6 years ago.

The landlords further testified that the tenant had allowed water to pool around the kitchen faucet in the rental unit, which resulted in damage to the wood underneath the

counter, and as a result the counter had to be repaired, and will need future repairs as well.

The landlords further testified that, during the tenancy, the tenant pulled the towel bar loose and as a result the towel bar had to be re-attached. That towel bar was originally attached using drywall plugs however the plugs were pulled loose in the wall and could not be screwed back in.

The landlords further testified that one lightbulb in the refrigerator was burned-out and had to be replaced.

The landlords are therefore requesting a monetary claim as follows:

Invoice for painting, counter repairs, and towel bar repair	\$144.38
Cost of paint	\$31.18
Cost of lightbulb	\$5.00
Estimated cost of future counter repairs	\$40.00
Filing fee	\$100.00
Total	\$320.56

The tenant testified that he believes there was no damage beyond normal wear and tear and, although there were some scuffs on the walls, the cost to repair that would be insignificant. He also questions why the landlords are charging for a full can of paint if they were only doing touch ups.

The tenant stated that he disputes the claim for repairs to the counter as he states the damage was a result of normal wear and tear. He further states that this was a very old counter and just normal use of the faucet caused the counter to wear out. He did not leave standing water on the counter on a regular basis.

The tenant states he also disputes the claim for reinstalling a towel bar as the screws had simply come loose, and could have just been screwed back in to the studs. He further states that the towel bar came loose just under normal use of placing and removing towels, and was not the result of any negligence on his part.

The tenant states that he does not dispute the claim for the lightbulb.

In response to the tenant's testimony the landlord stated that he had originally offered to settle the cost of painting at much less than what the contractor charged however since the tenant would not settle he had to use a contractor so that he could get a proper invoice, and this is the amount that was charged. They further stated that they were unable to buy just a small amount of touch up paint and therefore had to buy a full can.

The landlords further stated that the wood under the faucet was completely destroyed by moisture and obviously the tenant had allowed a buildup of standing water on the counter to cause such damage. The landlords further stated that these counters were approximately 20 years old.

The landlord further stated that the towel bar could not be simply re-screwed into the wall as it was not attached to the studs, it was attached through drywall anchors which had been pulled loose.

Analysis

Awards for damages are intended to be restorative, meaning the award should place the applicant in the same financial position had the damage not occurred. Where an item has a limited useful life, it is necessary to reduce the replacement cost by the depreciation of the original item.

That being said, it is my decision that I will not allow the landlords claim for painting, because the Residential Tenancy Policy Guideline Number 40 lists the useful life of interior paint as four years, and therefore, since the landlord testified that the rental unit was likely last painted six years ago, the paint in this rental unit is considered to be completely depreciated and the landlord should expect to have to repaint the unit.

Further, although it's clear on the moveout inspection report that the tenant agreed to the damages, the useful life of counters is considered to be 25 years, and therefore, since these counters are 20 years old, they are considered to be 80% depreciated. I therefore will only allow 20% of the landlords claim for counter repair. The cost of the counter repair when you include GST is \$72.19 and therefore I allow 20% of that amount for a total of \$14.44.

I will not however allow the landlords claim for possible future repair of the counter as the landlord has provided no independent estimates of the cost of any repair to the counter.

I will not allow the landlords claim for the towel bar as there is no evidence to show that the towel bar became loose as a result of any negligence or willful actions on the part of the tenant, and since the tenant states that it loosened under normal wear and tear it's my decision that the applicants have not met the burden of proving that the tenant caused this damage.

I will allow the landlords request for a lightbulb as the tenant stated he does not dispute that portion of the claim.

Therefore the total amount of the claim that I have allowed is as follows:

20% of counter repair	\$14.44
Lightbulb	\$5.00

Total	\$19.44
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Since I have only allowed a small portion of the landlord's claim I will not allow their request for recovery of the \$100.00 filing fee.

Conclusion

I have allowed \$19.44 of this claim and I therefore order that the landlords may retain \$19.44 of the tenant's \$545.00 security deposit, and I have issued a monetary order for the landlords to return the remaining \$525.56 to the tenant.

The remainder of the landlords 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: June 26, 2017

Residential Tenancy Branch