



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenants were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The following are agreed facts: The tenancy started on February 1, 2015 and ended on January 31, 2018. At the onset of the tenancy rent of \$1,300.00 was payable on the first day of each month. By the end of the tenancy the rent had been increased on two occasions to \$1,400.00. At the outset of the tenancy the Landlord collected \$650.00 as a security deposit. The Parties mutually conducted both a move-in and move-out inspection with completed inspection reports copied to the Tenants. The Tenants provided its forwarding address on move-out.

The Landlord states that in late 2016 or early 2017 and upon a visit to the unit the Landlord discovered a black colored mold streak on the living and dining room ceiling. The Landlord states that the Tenants caused the mold to appear by their living habits and so the Landlord gave the Tenants some direction on use of fans, air and heat controls. The Landlord states that the Tenants were also given some directions to obtain and apply mold remover or a mild bleach solution to remediate the mold. The Landlord states that a few months prior to the end of the tenancy the Landlord saw that the Tenants had painted the parts of the ceiling where the mold has been and in doing so damaged the stipple. The Landlord states that the Tenants were informed that they would need to repair the ceiling from this damage. The Landlord states that at the end of the tenancy the original mold areas were dry and no mold was growing however the ceiling had different colored areas and for this reason the Landlord needed to repaint the entire ceiling. The Landlord states that the unit is about 30 to 40 years old, that the Landlord has owned the unit since 2002, and that the ceiling was last painted "maybe 24 years ago". The Landlord states that the ceiling was in good condition at move-in. The Landlord states that they did not remove the ceiling stipple before it was painted by the Landlord and that they painted over the stipple. The Landlord claims \$2,238.72 as the costs to paint the ceiling.

The Tenant states that the mold was first noticed in June 2016. The Tenants submit that they followed the Landlord's instructions and that the mold removal caused discoloration on the ceiling so they painted over the area. The Tenant states that they did not take the ceiling damage seriously as the ceiling paint looked very old.

### Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit, inter alia, undamaged except for reasonable wear and tear. Policy Guideline #40 provides that interior paint has a useful life of 4 years. Given the Landlord's evidence that the ceiling paint was well over 20 years old, I find that there was no longer any value left to the ceiling paint and that the Landlord has therefore not

substantiated that the Tenants caused any damage to the ceiling paint beyond wear and tear in the circumstances. I therefore dismiss the claim for paint costs. As the Landlord has not been successful with its claim I decline to award recovery of the filing fee and in effect the Landlord's application is dismissed in its entirety. As the Landlord still holds the security deposit I order the Landlord to return the security deposit of \$650.00 plus zero interest to the Tenants forthwith.

### Conclusion

The Landlord's application is dismissed.

I grant the Tenant an order under Section 67 of the Act for **\$650.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: September 12, 2018

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Residential Tenancy Branch