



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **FFL MNDL-S MNRL**

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- A monetary order for damages or compensation pursuant to section 67;
- A monetary order for unpaid rent pursuant to section 67;
- Authorization to retain the security deposit in partial satisfaction of any monetary compensation pursuant to section 38; and
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:42 P.M. to enable the tenant to call into this teleconference hearing scheduled for 1:30 P.M.

The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord testified the tenant was served the Notice of Hearing package via registered mail on November 22, 2018. The landlord provided a tracking number shown on the cover page of this decision. The tenant was served with the landlord's amendment to the dispute resolution application on February 26, 2019 by registered mail, tracking number also listed on the cover of this decision.

I find that the tenant deemed served with the Notice of Hearing package and amendment five days after each respective mailing in accordance with sections 89 and 90 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to:

- A monetary order for damages or compensation?
- A monetary order for unpaid rent?
- Authorization to retain the security deposit in partial satisfaction of any monetary order?
- Authorization to recover the filing fee for this application from the tenant?

Background and Evidence

The landlord provided the following undisputed testimony. The tenancy began in July 2015 and a security deposit in the amount of \$419.50 was paid. The condition of the rental unit, a two storey townhouse, was close to new. A copy of the move-in condition inspection report was provided as evidence as was a copy of the tenancy agreement.

The tenancy ended on November 30, 2018 by way of a settlement at a previous hearing that took place on October 22, 2018. On November 7, 2018, a pre-move out condition inspection was done by the landlord to make the tenant aware of what deficiencies required attention prior to the end of the tenancy. The pre-inspection report noted the following issues:

Blinds (replace)

Walls are pretty bad and marked up

Full painting (lots of patching)

14 caretaker

5 days maintenance (2 ppl)

The landlord testified that 14 caretaker is a pre-estimate that it would require 14 labour hours to clean the rental unit; 5 days maintenance means it would take 5 days for 2 people to do remediation to the unit. The landlord's witness DS testified that the tenant left the unit with excessive holes in the walls. Further, the tenant had painted the rental unit blue and it took two coats of paint to cover it up. It took 63 hours of labour to do the work to patch and paint the walls, for which the tenant would be charged 1/3 the cost. The landlord submits it cost \$420.00 in labour for the caretaker to clean the unit and an

additional cost of \$735.00 for the tenant's 1/3 share of labour cost to do maintenance work on the unit. Photographs of the walls at the tenancy end were provided as evidence.

Also provided as evidence by the landlord is the move-out condition inspection report signed by the parties on December 3, 2018. Noted on the inspection report under the heading of 'walls' upon move-out is: (✓) – satisfactory. Under the heading of 'security deposit statement' – it is noted that from the \$419.50 deposit – the landlord would charge \$60.00 for suite cleaning, \$200.00 dump fee, \$149.00 for storage locker. \$10.50 would be the balance due to the tenant.

On December 3, 2018, the tenant moved out. When she left, her storage locker remained filled and locked. A separate contract for the storage locker at \$10.00 per month was provided as evidence by the landlord as well as photographs of the locker. To have the locker contents removed and sent to a waste facility, the landlord's labour/material costing book for 2018 indicates a cost of \$149.40 which includes the rental of the truck, tax, and ½ hour of labour.

When the tenant left, she filled the garbage bin full with things from her apartment. The landlord had to incur an additional pick-up from their waste management company and the landlord supplied an invoice for \$67.85 as evidence of this. Photographs of the garbage bin were also provided.

A window valance was missing at the end of the tenancy. A photograph of the valance and an estimate of \$131.25 to replace it from a window fashion company were provided as evidence.

The landlord provided undisputed testimony the tenant paid the rent by direct deposit from her bank and put a stop payment on the November 2018 rent deposit. The landlord provided an internal report generated by her internal auditing system to show the stop payment.

Analysis

Unpaid rent

The landlord provided undisputed evidence, including an internal statement showing rent for the month of November 2018 was not paid and that the tenant did not vacate the rental unit until December 3, 2018. I find rent for the month of November was due

and not paid by the tenant. I award the landlord November rent in the amount of **\$799.00.**

Maintenance to the unit from Tenant damage

While the pre-inspection done by the landlord on November 7th indicated damage, the condition inspection report signed by the parties on move out indicated the condition of the walls was satisfactory. While the photographs show stained walls that require new paint, they are not indicative of excessive damage caused by the tenant beyond that which is contemplated in section 37 of the *Act*. This section provides that the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Under the heading of Painting, Residential Tenancy Policy Guideline PG-1 states:

The landlord is responsible for painting the interior of the rental unit at reasonable intervals. The tenant cannot be required as a condition of tenancy to paint the premises. The tenant may only be required to paint or repair where the work is necessary because of damages for which the tenant is responsible.

I am not satisfied the tenant damaged the walls. Referring to the condition inspection report signed on move-out, the only damage noted is in the bedrooms: carpets need cleaning, blind cleaned and woodwork, doors and trim need painting.

I dismiss this part of the landlord's claim without leave to reapply.

Locker content Storage fee

The landlord has provided conclusive evidence that there is an agreement in place for the tenant to pay \$10.00 per month for use of the storage locker. The tenant moved out in early December, approximately 3 ½ months before this hearing, on March 18, 2019. The landlord is entitled to an award for storage fees sought, in the amount of **\$35.00.**

Window Valance

The landlord has shown the window valance went missing during the tenancy and that it would cost \$131.25 to replace it. I award the landlord **\$131.25.**

Waste Collection

The landlord has provided convincing proof they had to pay for an additional pick up of garbage to dispose of what the tenant left in the garbage. This extra waste collection cost the landlord \$67.85, as evidenced by the invoice provided by the landlord and I award the landlord **\$67.85**.

Removal of tenant's items in locker

The landlord provided evidence the tenant left the rental unit with items in the locker and it would cost the landlord \$149.40 to have it removed and sent to a waste facility. In order to have this work done, and free up the locker of a tenant who no longer resides in the building, I award the landlord **\$149.40**.

<u>Item</u>	<u>Award</u>
November 2018 rent	\$799.00
Locker content storage fee	\$35.00
Window Valance	\$131.25
\$1,182.10Waste Collection	\$67.85
Removal of tenant's items in locker	\$149.40
monetary award	\$1,182.10

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

The landlord continues to hold the tenant's security deposit in the amount of \$419.50. In accordance with the offsetting provisions of section 72 of the Act, I order the landlord to retain the entire security deposit in partial satisfaction of the monetary claim.

<u>Item</u>	<u>Award</u>
Monetary award	\$1,182.10
Filing fee	\$100.00
Less security deposit	(\$419.50)
Total monetary award	\$862.60

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$862.60**. This order must be served on the tenant. If the tenant fails to

comply with this order the landlord may file the order in the Provincial (Small Claims) Court and be 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: March 25, 2019

Residential Tenancy Branch