



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

The landlord applies for a monetary award for the cost of cleaning and repair to the rental unit as well as the cost of removing furniture left by the tenant.

Both parties attended the hearing, the landlord by her representatives, 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.

By agreement, the spelling of the tenant's last name was corrected to match that found in the tenancy agreement, the correct spelling.

### Issue(s) to be Decided

Has the tenant failed to leave the premises reasonably clean and free from damage but for reasonable wear and tear?

### Background and Evidence

The rental unit is a three bedroom town house. The landlord is the owner but a management company takes care of rental matters for her.

There is a written tenancy agreement. The tenancy started May 1, 2018 for a one year term. The townhouse was new at that time. The tenant vacated the rental unit April 30, 2019. The rent was \$2200.00 per month payable in advance on the first of each month. The landlord took and still holds a \$1100.00 security deposit and a \$1100.00 pet damage deposit.

Mr. K. for the landlord testifies that the tenant's dog caused some damage to corners and walls early on during the tenancy. The tenant was given notice to repair it but took a long time to do so.

The tenant gave notice to end the tenancy in March 2019. Ms. V.C. for the landlord conducted a move-out inspection with the tenant on April 30 and prepared a report. Unfortunately the form of report used by the landlord did not contain the wording required by s. 20 of the Residential Tenancy Regulation where the tenant admits or denies the correctness of the report and signs it. Nor did the report contain the required notation dealing with damage. While the subjective contents of the report are therefore open to dispute by the tenant, the photos taken at that time, wisely included as a part of the landlord's move-in and move-out reports, are valid and convincing evidence of the state of the premises at the start and end of the tenancy.

At the end of the tenancy the premises did not meet with the satisfaction of Ms. V.C. for the landlord and over the next few days the tenant spent time doing repairs and cleaning.

By May 5 the tenant had finished. According to the landlord's representative Mr. K., the tenant left large areas of wall either covered with sanded drywall plaster or painted over with a mismatching paint. As well, the carpeting smelled like dog pee from the tenant's two dogs and the tenant left furniture out in front of the building which the landlord had to pay to have moved away.

The tenant says he left the rental unit clean. He repaired various holes in the walls by patching and painting but the landlord would not give him the paint colour for the walls and so he did not best to match, but it was not perfect. From the photos provided, it appears the tenant painted large patch areas of wall with a slightly different colour of paint from the original. He says he shampooed the carpeting twice and it did not smell. He admits he left a sofa with a "free" sign on it in front of the townhouse.

### Analysis

#### Repainting

The landlord claims \$1500.00 plus tax for repairing and repainting the walls in the townhouse.

It is apparent from the photos that the tenant put some significant holes in some of the walls; likely from mounting a wall screen or screens. As well, some of the wall corners and baseboard had been gnawed by the dogs. The tenant had patched and sanded the wall holes and patched the corners and baseboard. It appears he also attempted to paint over the repairs.

Residential Tenancy Policy Guideline 1, "Landlord & Tenant – Responsibility for Residential Premises" states:

Nail Holes:

1. Most tenants will put up pictures in their unit. The landlord may set rules as to how this can be done e.g. no adhesive hangers or only picture hook nails may be used. If the tenant follows the landlord's reasonable instructions for hanging and removing pictures/mirrors/wall hangings/ceiling hooks, it is not considered damage and he or she is not responsible for filling the holes or the cost of filling the holes.
2. The tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, or screws or tape have been used and left wall damage.
3. The tenant is responsible for all deliberate or negligent damage to the walls.

A landlord cannot impose upon or expect a tenant to return a rental unit exactly as it was given. There will be normal incidents of minor damage, a chipped wall or corner here, a scuff there. Carpets get worn, paint dulls or fades in sun. Such "damage" is considered reasonable wear and tear.

It is normal for tenants to hang pictures and the like and they are responsible for repairing the holes thus created by filling and sanding. Thereafter it is expected that the landlord has the touch up paint to brush over the sanded spot.

In these more recent times it is equally expected that tenants will hang large screens in some of the rooms as a normal incidence of living in them. They are expected to repair any damage to the walls and, I think, the landlord is still expected to have ready any touch up paint to cover over the repair.

In this case the re-painting costs claimed by the landlord appear to be related to the paint colour used by the tenant. Since painting over minor wall repairs is a job normally for the landlord and since the landlord could have avoided this loss by simply providing the tenant with details of the original paint, I dismiss this item of the landlord's claim.

### Carpet

I accept the landlord's representatives' evidence that even though the tenant shampooed the carpets they still smelled like dog pee. I grant the landlord \$315.00, as claimed, to have carpets cleaned.

### Furniture Removal

The tenant did not have authorization to leave a sofa on the lawn in front of the townhouse. The landlord was within her rights to have it removed or have the strata remove it. I award the landlord \$200.00 for the cost of removal, as claimed.

### Conclusion

The landlord is entitled to a monetary award of \$515.00 plus recovery of the \$100.00 filing fee for this application. I authorize the landlord to retain \$615.00 from the \$2200.00 of deposit money she holds, in full satisfaction of this award.

The tenant will have a monetary order against the landlord in the amount of \$1585.00 for the remainder of the deposit money.

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: August 12, 2019

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Residential Tenancy Branch