



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDL, FFL

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 unpaid utilities - Section 67;
2. A Monetary Order for damage to the unit - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Parties confirmed receipt of each other’s evidence package. The Tenant confirms that its email as provided in the Landlord’s application is correct.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The following are agreed facts: the tenancy under written agreement stated on February 1, 2018 and ended on January 31, 2020. At the outset of the tenancy the Landlord collected \$900.00 as a security deposit and \$750.00 as a pet deposit. The tenancy agreement provides that the Tenant is required to pay 40% of the utility costs. The Parties mutually conducted both a move-in and move-out inspection with completed inspection reports copied to the Tenant.

The Tenant does not dispute the Landlord's claims for hydro costs of \$226.80 and heating costs of \$171.60. the Landlord withdraws its claim of \$150.00 for a light box.

The Landlord states that the Tenant left the bedroom walls damaged and the ceiling with a dent. The Landlord claims \$645.00 as the costs to repair and paint the walls. The Landlord states that the Tenant painted the bathroom without the Landlord's permission and did a bad job. The Landlord states that the bathroom had to be repainted and claims the cost of \$382.00. The Landlord provides a quote dated February 13, 2020 for \$1,025.00 as the cost to paint the two rooms. The Landlord states that the job was done February 14, 2020 by the same company. The Landlord did not provide an invoice for the work completed by that company. The Landlord states that it had previously obtained two other quotes of \$643.00 for the cost to paint the bedroom. The Landlord did not provide these quotes. The Landlord states that the unit walls and ceiling was last painted in August 2016. The Landlord provides photos and the inspection reports.

The Tenant states that the amounts claimed by the Landlord are outrageous. The Tenant states that it called two companies and obtained quotes of \$399.00 and \$150.00 based on the square feet of the rooms. The Tenant did not provide written quotes to support this evidence. The Tenant states that the Landlord had paint on hand for the bedroom and that the costs being claimed should not include the cost of paint. The Tenant agrees that it damaged one wall in the bedroom through the removal of a wall sticker and that holes left from a tv mount and picture hanging were all mudded. The Tenant states that the ceiling scuff in the bedroom was accidentally damaged by the bedframe being moved. The Tenant agrees that it painted the bathroom without permission and improved the unit by doing so. The Tenant states that the costs for painting should only be around \$100.00 for each room.

Analysis

Section 37 of the Act provides 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. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Policy Guideline #40 provides that the useful life of interior paint is 4 years. Given the Tenant's evidence of having left the bedroom with damage and of having painted the bathroom it without the Landlord's permission together with the Landlord's photos, I find on a balance of probabilities that the Landlord has substantiated that the Tenant left the unit damaged beyond reasonable wear and tear. While the Landlord's claim for the costs to paint the two rooms appears excessive, the Tenant did not provide any written quotes to substantiate a lower cost than the Landlord incurred. As a result, I accept the Landlord's evidence of the total costs of \$1,027.00 for painting the two rooms. Given the Landlord's evidence that the unit was last painted by the Landlord in August 2016 I find that by the end of tenancy the paint only had 8 months of useful life remaining. As such I find that the Landlord has only substantiated a loss of **\$171.17** for the costs related to the damage. I calculate this amount as follows: total costs of \$1,027.00 divided by 48 months x remaining 8 months.

As the Tenant has not disputed the Landlord's claims for **\$226.80** and **\$171.60**, I find that the Landlord has substantiated these costs. As the Landlord's application has met with some success, I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$669.57**. Deducting this amount from the combined security and pet deposit of **\$1,650.00** leaves **\$980.43** to be returned to the Tenant forthwith.

Conclusion

I Order the Landlord to retain \$669.57.00 from the security deposit plus interest of \$1,650.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for **\$980.43**. 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 Act.

Dated: March 25, 2020

Residential Tenancy Branch