



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Park Lane Towers Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on September 15, 2020 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "*Act*"):

- a monetary order for damage compensation, or loss;
- an order to retain the security deposit; and
- an order granting recovery of the filing fee.

The Landlord's Agent H.B., and the Tenants attended the hearing at the appointed date and time. At the beginning of the hearing, the Tenants acknowledged receipt of the Landlord's application package and documentary evidence. No issues were raised with respect to service or receipt of these documents during the hearing. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*. The Tenants confirmed that they did not submit any documentary evidence in preparation for the hearing.

The parties were provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the rental unit, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to retaining the security deposit, pursuant to Section 38, and 72 of the *Act*?
3. Is the Landlord entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified and agreed that the tenancy began on February 1, 2003. Near the end of the tenancy, the Tenants were required to pay rent in the amount of \$1,022.00 to the Landlord on the first day of each month. The Tenants paid a security deposit in the amount of \$475.00 which the Landlord continues to hold. The parties also agreed that the tenancy ended on August 31, 2020.

The Landlord provided a monetary order worksheet outlining the list of claims in which the Landlord is seeking compensation for;

The Landlord is seeking compensation in the amount of \$653.63 in relation to having to apply additional coats of paint the walls in the rental unit. The Landlord's Agent stated that the Tenants painted the rental unit a dark colour during the tenancy without permission. At the end of the tenancy, the Landlord wished to repaint the rental unit a lighter colour, however, this required further applications of paint to cover the dark paint used by the Tenants. The Landlord provided an invoice in support of the cost associated with applying further applications of paint.

The Tenants responded by stating that they had discussed painting the rental unit with the previous building manager. The Tenants stated that they had agreed to purchase the paint and that the previous building manager was the one who painted the rental unit. The Tenants stated that the rental unit required painting throughout their 17 year tenancy. The Landlord's Agent stated that there were no written notes in the Tenant's file to support their claim.

The Landlord is seeking compensation in the amount of \$310.00 in relation to cleaning the rental unit at the end of the tenancy. The Landlord's Agent stated the rental unit was left unclean at the end of the tenancy which required the Landlord to employ a cleaner. The Landlord provided pictures and a cleaning receipt in support. The Tenants responded by acknowledging that the rental unit required further cleaning, however, they did not agree with the cost associated with doing so.

The Landlord is seeking compensation in the amount of \$168.00 to responsibly dispose of the items which were left behind on the rental property by the Tenants. The Landlord had previously claimed for \$345.45, however, the Landlord's Agent amended this amount during the hearing to \$168.00. The Landlord provided pictures of various household items and a receipt in support of the cost associated with disposing the items. The Tenants responded by acknowledging that they left the items behind at the end of the tenancy, however, assumed that someone would have wanted to keep the items and remove them accordingly.

The Landlord is seeking compensation in the amount of \$115.50 to have a broken light socket replaced as a result of the Tenants damaging it while moving their large furniture

items from the rental unit. The Landlord's Agent stated that the light socket itself was broken which caused a power outage. The Landlord employed an electrician to replace the light socket and to restore the power to the light.

The Tenants responded by stating that the light hung too low, which increased the likelihood of the light being hit. The Tenants acknowledged that they hit the light but did not feel that calling an electrician to repair it was necessary.

If successful, the Landlord is seeking to retain the Tenant's security deposit as well as an order for the return of the filing fee.

Analysis

Based on the oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

According to the Residential Tenancy Policy Guideline 1; The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or

her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act*.

The Landlord is seeking compensation in the amount of \$653.63 in relation to having to apply additional paint to the walls in the rental unit. The Residential Policy Guideline 40 outlines the useful life of building elements which states that interior paint has a useful life of 4 years. As this tenancy lasted 17 years, I find that it is reasonable for the rental unit to have been repainted during the tenancy and that it is likely that the previous property manager repainted the rental unit, as indicated by the Tenants. As such, I dismiss the Landlord's claim for compensation relating to repainting the rental unit without leave to reapply.

The Landlord is seeking compensation in the amount of \$310.00 in relation to cleaning the rental unit at the end of the tenancy. During the hearing, the Tenants agreed that the rental unit required further cleaning. I am satisfied based on the evidence provided by the Landlord that they incurred a loss of \$310.00 for cleaning. As such, I find that the Landlord has established an entitlement to **\$310.00**.

The Landlord is seeking compensation in the amount of \$168.00 to responsibly dispose of the items which were left behind on the rental property by the Tenants. During the hearing, the Tenants acknowledged that they left items behind, thinking that someone would make use of the items and remove them. I am satisfied that no one collected the items which required the Landlord to dispose of them. As such, I find that the Landlord is entitled to monetary compensation in the amount of **\$168.00**.

The Landlord is seeking compensation in the amount of \$115.50 to have a broken light socket replaced as a result of the Tenants damaging it while moving their large furniture items from the rental unit. During the hearing, the Tenants acknowledged that they broke the light socket, however, did not agree with the monetary amount being claimed. In this case, I find that it was reasonable for the Landlord to employ an electrician to inspect and repair the broken light socket to restore power to the light. As such, I find that the Landlord is entitled to monetary compensation in the amount of **\$115.50**.

Having been partially successful, I find the Landlord is entitled to recover the **\$100.00** filing fee paid to make the Application. I also find it appropriate in the circumstances to order that the Landlord retain the Tenants' security deposit held in partial satisfaction of

Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$218.50, which has been calculated below;

Claim	Amount
Cleaning:	\$310.00
Dump Fee:	\$168.00
Light Repair:	\$115.50
Filing Fee:	\$100.00
<i>LESS</i> security deposit:	<i>-\$475.00</i>
TOTAL:	\$218.50

Conclusion

The Landlord has established an entitlement to monetary compensation and has been provided with a monetary order in the amount of **\$218.50**. The order should be served to the Tenants as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: January 14, 2021

Residential Tenancy Branch