



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNDC MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held by teleconference on March 30, 2021. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit and for damage or loss under the Act;
- authorization to retain all or a portion of the Tenants' security deposit in satisfaction of the monetary order requested pursuant to section 38; and,
- to recover the cost of the filing fee.

The Landlord attended the hearing. However, the Tenants did not. The Landlord stated that she sent the Notice of Hearing, and evidence to the Tenant's forwarding address (provided at the move-out inspection) by registered mail on December 17, 2020 (tracking info provided). Pursuant to section 89 and 90 of the Act, I deem these packages were served to the Tenants 5 days after they were mailed, December 22, 2020.

The Landlord was provided the 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. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to compensation for money owed or damage or loss under the Act?
- Is the Landlord entitled to keep the security deposit to offset the amounts owed by the Tenants?

Background and Evidence

The Landlord stated that monthly rent was set at \$1,523.00 and was due on the first of the month. The Landlord collected a security deposit of \$725.00 and a pet deposit of \$725.00, which she still holds, pending this hearing.

The Landlord stated that the Tenants moved in on December 1, 2017, and moved out on November 30, 2020, the same day the move-out inspection was completed. A copy of the inspection report was provided into evidence, which shows the Tenants signed this document and were present for the inspection.

The Landlord stated she is seeking 3 items as follows:

1) \$813.75 – Painting Labour expense

The Landlord stated she is seeking this amount because the Tenants painted the kitchen and bathroom cabinets, and the walls a very dark color. The Landlord stated that they keep all their units painted the same color, and any changes to this color scheme are expected to be returned to their original state. The Landlord provided photos showing the dark colors painted by the Tenants.

The Landlord provided copies of invoices showing they paid \$498.75 in labour to re-paint the dark portions of the walls, from the Tenants color, to the original color. The Landlord also provided an invoice showing they paid \$315.00 in labour charges to re-paint the kitchen and bathroom cabinets from the Tenants' dark color to the original color.

2) \$283.50 – Painting supplies

The Landlord stated that they keep a large supply of paint for all their rental units, and they buy paint to replenish their back stock based on what is used. The Landlord stated that the paint that was used to re-paint all the above noted cabinets and walls to their

original color ended up costing \$283.50. The Landlord stated that they had to paint multiple coats to cover the dark colors the Tenants put on the cabinets and walls. The Landlord provided a copy of invoices showing they had to purchase paint to replenish what was used from their inventory.

3) \$96.00 – Cleaning costs

The Landlord explained that when the Tenants moved out, they failed to clean the stove, and the toilet. The Landlord stated that the Tenant also did not clean the interior window ledges, and it took 2 hours worth of cleaning time to sufficiently clean the unit, prior to re-renting it.

The Landlord provided photos taken of the messy surfaces, and a copy of the cleaning invoice for the above noted amount (2 hours labour, plus supplies).

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Landlord to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. 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 everything possible to minimize the damage or losses that were incurred.

I will address the Landlord's claim in the same order as laid out above:

- 1) \$813.75 – Painting Labour expense
- 2) \$283.50 – Painting supplies

I find the Tenants are responsible for the costs to re-paint the cabinets and the walls as they decided on their own to change the pre-existing color from a neutral, white color, to a very dark color. There is no evidence the Tenants had written permission to change the color or that they did not have to return it to the original color. I accept that it would have taken several coats to cover some of the dark colors the Tenants chose for the cabinets and walls. I find the Landlord's costs on this matter are reasonable, and are supported by invoices for the materials and labour. Further, the condition inspection and photos show the issues with the paint. I award these two items, in full.

3) \$96.00 – Cleaning Costs

I accept the undisputed testimony that the Tenants failed to sufficiently clean the stove, toilet, and window ledges. I find the amount the Landlord is seeking on this item is reasonable, and is supported by photos, invoices, and the move-out inspection. I award this item, in full.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Also, I authorize the Landlord to retain the security and pet deposit to offset the money owed.

In summary, I award the Landlord \$1,193.25 for the 3 items above, plus \$100.00 for the filing fee. Since these amounts are less than the deposits, I order the Landlord to return the balance of the deposit, after deducting their 3 items from the total.

A monetary order will be issued to the Tenants for this amount, \$156.75.

Conclusion

The Tenants are granted a monetary order pursuant to Section 67 in the amount of **\$156.75**. This order must be served on the Landlord. If the Landlord fails to comply with this order the Tenants may file the order in the Provincial Court (Small Claims) 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 30, 2021