



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing was convened in response to an application and amended application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Tenant confirms that the Landlord’s application, notice of hearing and evidence package was received by the Tenant. The Landlord confirms that it has no claim for unpaid rent or other compensation and its claims are limited as set out above.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Has the security deposit already been dealt with?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The following are agreed or undisputed facts: The tenancy started May 1, 2020 and ended February 1, 2021. During the tenancy rent of \$2,400.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$1,200.00 as a

security deposit. The Parties mutually conducted a move-in inspection with a completed report signed by the Tenant. No forwarding address was provided by the Tenant. In a previous Decision dated January 18, 2021, the Landlord was granted an order of possession and a monetary order for unpaid rent to and including January 2021 of \$7,200.00. This decision further states that the Landlord "is free to apply the security deposit money against the outstanding balance". The Landlord has not started any enforcement proceedings on the monetary order in small claims court.

The Landlord states that the Tenant was given a copy of the signed move-in report at the time of the inspection. The Tenant states that no copy of the signed move-in report was provided to the Tenant and that the Landlord only gave the Tenant a blank copy of an inspection report at the time of the inspection.

The Landlord states that offers for a move-out inspection was sent to the Tenant by email a few days before the Tenant moved out but that the Tenant told the Landlord that they had already moved out of the unit. The Tenant states that on January 31, 2021 the Tenant informed the Landlord that they would be moved out on February 1, 2021. The Tenant states that the Landlord only made one offer for a move-out inspection sent by email dated February 3, 2021 that was not seen by the Tenant a few days later. The Tenant states that they did not respond to this email. The Landlord confirms that although it inspected the unit after the Tenant moved out and that photos of the unit were taken, no move-out inspection report was completed by the Landlord.

The Landlord could not confirm that a monetary order worksheet was provided setting out the details of the claim for damages to the unit. The Landlord confirms that its total claim for damages is limited to \$6,000.00 and that the Landlord has provided photos of the damage.

The Landlord provides an invoice setting out a global sum of \$5,500.00 and claims as follows:

- \$5,000.00 as the costs to paint the entire unit. The Landlord states that the Tenant left the walls damaged with nails, dents, and stickers on the walls. The Landlord states that the unit was previously painted November 2019;
- \$500.00 for the costs to repair the walls, replace blinds that were broken with one set missing, and to repair a broken closet door. The Landlord states that the closet door was not damaged but that it had been left off the tracks and that the repairs probably consisted only of replacing the rollers on the door track. The Landlord states that the hardware for the door was in place in 2017.

The Landlord claims \$500.00 for the costs to clean the unit and to remove articles that were left behind. The Landlord estimates that the cleaning portion costs were \$400.00, and the garbage removal costs were \$100.00. The Landlord states that no invoice was provided for this cost as the Landlord paid an employee of the contractor cash for this job. The Landlord confirms that no receipt for this payment was obtained by the Landlord.

The Tenant states that the nail holes on the walls were from picture hanging nails that left only small dots. The Tenant agrees that one gouge on the wall was caused by the Tenants during their move. The Tenant states that the walls at move-in were dirty and grimy and that the paint was not recent. The Tenant states that any other marks were pre-existing. The Tenant states that the Landlord's claim sounds excessive without any evidence of other quotes. The Tenant states that the invoice also seems suspicious without any contact information for the contractor.

The Tenant states that the missing blinds were left in the garage. The Tenant states that the kitchen blinds were washed by the Tenant during the tenancy and that all the paint peeled off as a result. The Tenant states that the blinds appeared to be original to

the unit. The Landlord states that the unit is about 20 years old and that the blinds were old but okay.

The Tenant states that the closet door fell off within a week of the move-in. The Tenant states that the bottom brackets were broken, and that the door was set aside ensuring no damage to the door itself.

The Tenant states that they only did a light cleaning of the unit at move-out as they had little time to vacate the unit. The Tenant states that the Landlord's claims for cleaning and garbage removal are bogus as in the past the Landlord has been particular about costs, always wanting receipts from the Tenant for even the smallest item. The Tenant states that the Landlord wanted everything documented and that for the Landlord to make a claim without a receipt or invoice is out of character from the Landlord's behavior during the tenancy. The Landlord states that although it did not obtain other quotes for this job, nobody would do it for less based on the Landlord's experience.

Analysis

Section 77(3) of the Act provides that a decision or an order of the director under this Part is final and binding on the parties. Given the previous decision that allows the Landlord to retain the security deposit I find that the matter of the security deposit has already been dealt with and is no longer subject to any determination of extinguishment in relation to the condition inspections. I dismiss the Landlord's claim to retain the security deposit.

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, the useful life of a door is 20 years, and the useful life of curtains or venetian blinds is 10 years.

Given the Tenant's evidence that of the state of the paint and its appearance and considering that the Landlord has not provided any supporting evidence of the date the unit was painted prior to the onset of the tenancy, I find that the Landlord has provided insufficient evidence that the paint had any useful life left by the end of the tenancy and has therefore not substantiated that the Tenant should be responsible for total amount of painting costs claimed. However, given the Landlord's photo supported evidence of the state of the walls at the end of the tenancy I find on a balance of probabilities that the Tenant did leave some damage to the walls beyond reasonable wear and tear. I find that the Landlord is therefore entitled to a nominal sum of **\$200.00** for the repair of the walls and related paint costs. I dismiss the remaining costs claimed for the paint and wall repairs.

Given the Landlord's evidence that the blinds were old, the Tenant's evidence that they appeared to be original to the unit, the photos of the blinds, and the undisputed evidence that the unit was about 20 years old, I find on a balance of probabilities that the blinds had no useful life at the end of the tenancy and that any costs for replacement remains with the Landlord. I dismiss the claim for the blinds.

I consider the Landlord's evidence of the age of the door and hardware to be vague and therefore of no assistance in making a determination of the age of the door's hardware. Given the undisputed evidence that the unit was 20 years old and the Landlord's photos of the door I find on a balance of probabilities that the hardware was original to the building and beyond its useful life at the end of the tenancy. Any costs of repair to the hardware therefore remains with the Landlord and I dismiss this claim.

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss

claimed has been incurred or established. Given the lack of a receipt for cleaning and garage removal I cannot find that the Landlord has substantiated that the costs claimed were incurred. However, given the Landlord's photos of the state of the unit at move-out and the Tenant's evidence that only a light clean was done I find on a balance of probabilities that the Tenant left the unit unclean and with items to be hauled away. The Landlord is therefore entitled to a nominal sum of **\$200.00** for cleaning and garbage removal 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 **\$500.00**.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$500.00**. 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: August 18, 2021

Residential Tenancy Branch