



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCL, 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 damage to the unit - Section 67;
2. A Monetary Order for compensation - Section 67; 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.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The following are agreed facts: The tenancy started on January 1, 2017 and ended on February 28, 2021. Rent of \$2,750.00 was payable on the first day of each month. The Landlord has returned the security and pet deposits in full.

The Landlord states that the Tenant left the kitchen and bathroom unclean and claims \$210.00 as cleaning costs. The Landlord provides an invoice and confirms that more cleaning was done to the unit as indicated on the invoice. The Tenant states that the oven was self-cleaning, that the oven was cleaned by the Tenants that way and that this

was the start of one of several disputed items during the move-out inspection. The Tenant states that they did not agree with the Landlord's report for the move-out inspection. The Tenant states that they left the unit reasonably clean.

The Landlord states that the Tenant left the walls with patches. The Landlord claims \$250.00 as the costs to paint the walls. The Landlord states that the Tenant left a closet door in the living room with marks from the removal of stickers. The Landlord states that it repaired the damage by painting the door and claims the costs of \$100.00. The Landlord states that the Tenant left a kitchen cabinet with two scratches. The Landlord claim \$50.00 as the costs to paint the damage. The Landlord provides photos and an invoice for these costs. The Landlord states that the unit had not been painted since the Landlord purchased the property in 2016.

The Parties agree that the Tenant left a door frame damaged. The Landlord claims \$100.00 for its repair and provides an invoice that includes this cost.

The Landlord claims \$7.50 as an NSF fee. The Landlord provides no supporting evidence for this cost.

### 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. Guideline #40 provides that interior paint has a useful life of 4 years. A tenant is not required to pay for the landlord's costs to maintain a unit. On the Landlord's evidence that the unit had not been painted since before 2016 and as there is no evidence of when the unit was previously painted, I find on a balance of probabilities that the paint on the unit was beyond its useful life and that any costs to maintain the paint on the walls remains the with the Landlord. I note that the photos

show that the Tenant left the walls patched and the Landlord gave no evidence of damage to the walls beyond the paint. The Landlord's claim for paint costs to the walls, closet and cabinet are dismissed.

Given the Tenant's evidence of having left the unit reasonably clean and the Landlord's photos that indicate minor cleaning misses in the kitchen and bathroom, I find on a balance of probabilities that the Tenant left the unit reasonably clean. I further note that the Landlord claimed a cost for cleaning that included more than the areas claimed to be unclean by the Landlord. For these reasons I dismiss the claim for cleaning costs.

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 costs for the damage or loss have been incurred or established. Given the lack of any supporting evidence of the cost claimed for an NSF cheque I find that the Landlord has not provided sufficient evidence that the cost claimed has been incurred. This claim is dismissed.

Given the Tenant's evidence that they left the door frame damaged and given the Landlord's invoice for this cost I find that the Landlord has substantiated an entitlement to the **\$100.00** claimed. As the Landlord's claims have met with minor success, I find that the Landlord is only entitled to recovery of half the filing fee in the amount of **\$50.00** for a total entitlement of **\$150.00**.

### Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$150.00**. 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 25, 2021

---

Residential Tenancy Branch