



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STEEP SLOPE MANAGEMENT  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes

MNDL-S, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

Is the landlord entitled to a monetary award for damage or loss arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to the recovery of the filing fee?

Background, Evidence

The landlord's agent gave the following testimony. The tenancy began on April 6, 2021 and ended on September 30, 2021. The monthly rent of \$1475.00 was due on the first of each month. The tenant paid a security deposit of \$737.50 which the landlord still holds. The agent testified that the tenant did not clean the drapes at move out as per the addendum to their tenancy. The agent testified that the tenant put 21 nail holes in the walls which required repainting. The agent testified that the addendum prohibited the tenant from using nails in the suite.

The agent testified that the unit was painted prior to the tenant moving in. The agent testified that the tenant wanted to use her own contractor to do the painting. The agent testified that about five hours of time over three weeks was spent trying to arrange that, however; in the end the tenants contractor didn't do the work and the agent seeks compensation for her time.

The landlord is applying for the following:

1.	Drape Cleaning	\$111.80
2.	Painting and Pressure Washing	315.00
3.	Admin – coordinate wrap up	120.00
4.	Filing Fee	100.00
5.		
6.		
7.		
8.		
9.		
10.		
	Total	<b>\$646.80</b>

The tenant gave the following testimony. The tenant testified that she agrees that she is responsible for the drape cleaning. The tenant testified that the nail holes weren't excessive and that they are extremely small. The tenant testified that the landlord was unreasonable in their conditions to have the tenant's contractor do the work. The tenant testified that the landlord did not spend three weeks arranging a contractor. The tenant

testified that other than the drape cleaning, the remainder of the landlord's application should be dismissed.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. I address the landlords claim and my findings as follows.

### Drape Cleaning - \$111.80

The tenant agrees that she is responsible for this claim, accordingly; I grant the landlord an award of \$111.80.

### Wall Painting and Pressure Washing \$315.00

Residential Tenancy Policy Guideline 1 addresses the issue of nail holes as follows.

#### Nail Holes:

1. Most tenants will put up pictures in their unit. The landlord may set rules as to how this can be done e.g. no adhesive hangers or only picture hook nails may be used. If the tenant follows the landlord's reasonable instructions for hanging and removing pictures/mirrors/wall hangings/ceiling hooks, it is not considered damage and he or she is not responsible for filling the holes or the cost of filling the holes.
2. The tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, or screws or tape have been used and left wall damage.
3. The tenant is responsible for all deliberate or negligent damage to the walls.

The landlord's addendum did not prohibit nails, nor did it specify that adhesive strips were the only means to hang pictures. I find that the tenant did not cause any damage willfully or negligently to the walls and that the number of nail holes is not excessive. Based on the above, I hereby dismiss this portion of the claim.

Admin, Coordinating wrap up - \$120.00

As I have found that the landlord is not entitled to the claim for painting, the alleged time to coordinate the painting is also dismissed as this was not something that the tenant was responsible for.

Filing Fee - \$100.00

As the landlord has been successful in some of their claim, they are entitled to the recovery of the \$100.00 filing fee for this application.

Conclusion

The landlord has established a claim for \$211.80. I order that the landlord retain that amount from the \$737.50 security deposit in full satisfaction of the claim and return the remaining \$525.70 to the tenant. I grant the tenant an order under section 67 for the balance due of \$525.70. 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 *Residential Tenancy Act*.

Dated: April 26, 2022

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Residential Tenancy Branch