

## **DECISION**

### **Introduction**

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The Tenant filed a cross-application for the return of the Security Deposit under section 38 of the Act.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

I find that both parties acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

### **Issues to be Decided**

Is the Landlord entitled to a Monetary Order for damage to the rental unit?

Is the Landlord entitled to retain the security deposit?

Is the Landlord entitled to their filing fee?

Is the Tenant entitled to the return of their security deposit?

### **Facts and Analysis**

Evidence was provided showing this tenancy began on March 16, 2023, with a monthly rent of \$1,100.00, due on the first day of the month, with a security deposit in the amount of \$550.00.

The Landlord still holds the deposit. Interest of \$15.61 has accrued on the deposit to the date of this hearing, for a total deposit amount of \$565.61.

The last rent payment from the Tenant was for the month of January 2024. The parties

agree the tenant vacated the rental unit by January 27, 2024, after giving notice to end the tenancy on January 3, 2024.

The Landlord was able to re-rent the unit by February 1, 2024.

The Tenant provided their forwarding address to the Landlord on February 27, 2024. The Landlord applied to retain the deposit for compensation on March 13, 2024.

The rental unit was built around 40 years ago and renovated sometime around 2021. The Landlord says the unit was freshly painted before the Tenant moved in. The parties completed a move in inspection of the rental unit on April 2, 2023. The report is provided in evidence.

The parties attended a move out inspection on January 28, 2024, and the report is provided in evidence. The Tenant declined to sign the report because they did not agree with the inspection.

The Landlord provided photographs of the condition of the rental unit and invoices for cleaning and repairs at the end of the tenancy.

**Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?**

Section 32(3) of the Act states that a tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant, or a person permitted on the residential property by the tenant.

Section 37 of the Act states that a tenant must leave the rental unit reasonably clean and undamaged at the end of the tenancy except for reasonable wear and tear.

The Landlord claims the following compensation, which I have awarded as follows for the reasons explained below:

Description	Amount claimed	Amount Awarded
Light bulbs	\$10.96	0
Parts, rags, drop cloth	\$11.98	\$11.98
Baseboard molding	\$174.90	0
Tax and eco fee	\$24.41	\$1.44
Labour to install baseboard molding	\$210.00	0
Paint for repaired drywall	\$76.93	\$76.93
Cleaning	\$150.00	\$35.00
<b>TOTAL</b>	<b>\$659.18</b>	<b>\$125.35</b>

### Light bulbs

According to Policy Guideline 1, the Tenant is responsible for replacing light bulbs during the tenancy. However, I find the cost of replacing lightbulbs at the end of the tenancy falls to the Landlord because a burnt-out bulb is not damaged and is merely the result of use, which falls under wear and tear. Therefore, I decline to award the cost of replacing the light bulbs.

### Paint for repaired drywall

The Tenant agrees they left 4 screw holes in the wall where they hung a shelf, and they will take responsibility for the Landlord's reasonable cost to repair the drywall. I accept the Landlord's invoice for \$76.93 is reasonable for this repair. Therefore, I award this amount as claimed.

### Parts, rags, drop cloth

I find the Landlord's purchase of parts, rags, and drop cloths relates to the drywall repair. I find the tax on the purchase of \$11.98 would be equal to \$1.44. Therefore, I award \$13.42 for this expense.

### Baseboard molding, materials and installation

The Landlord provided photographs to show the baseboard molding was chipped. The inspection report says the molding was damaged on one wall in the kitchen and two other walls in the living room.

The Landlord says they had to replace the molding for the whole area because they could not find a matching style. I do not find it reasonable for the Landlord to replace the molding for the entire length of each wall rather than repairing the chips or painting over them.

I find the damage in the photographs is minimal and constitutes normal wear and tear. Therefore, I decline to award compensation for this claim.

### Cleaning

According to Policy Guideline 1, the Tenant is not responsible for cleaning to bring the premises to a higher standard than that set out in the Act.

I find for the most part the unit was left reasonably clean and undamaged except for reasonable wear and tear. I find the photographs show some walls, doors and windowsills were not cleaned.

I find it would likely take one hour to clean those areas noted as dirty in the report. The Landlord testified that the cleaner charged \$35.00 per hour. Therefore, I find it reasonable to award one hour of cleaning at \$35.00.

### Summary

Based on the above reasons, under section 67 of the Act, I award the Landlord compensation of \$125.35.

### **Is the Landlord entitled to retain the security deposit?**

I find the Landlord applied to retain the deposit within 15 days as required under section 38 of the Act. I find the Landlord completed the required inspections to maintain their right to retain the deposit while awaiting a decision in this matter.

Therefore, under section 72 of the Act, I allow the Landlord to retain \$125.35 from the security deposit in full satisfaction of their claims.

### **Is the Landlord entitled to their filing fee?**

As the Landlord was partly successful in their claims, I find they are entitled to recover their \$100.00 filing fee for this application from the Tenant under section 72 of the Act.

### **Is the Tenant entitled to the return of their security deposit?**

Under sections 38 and 72 of the Act, I find the Tenant is entitled to an order for the return of the balance of their security deposit in the amount of \$340.26 as follows:

<b>Description</b>	<b>Amount</b>
Security deposit plus interest	\$565.61
Compensation awarded to the Landlord	-\$125.35
Filing fee awarded to the Landlord	-\$100.00
<b>TOTAL</b>	<b>\$340.26</b>

### **Conclusion**

I authorize the Landlord to withhold \$225.35 from the security deposit in full satisfaction of their claims. I dismiss the balance of their claims without leave to reapply.

I grant the Tenant a Monetary Order for the return of the balance of their security deposit in the amount of **\$340.26**. The Tenant is provided with this Order on the above terms and the Landlord must be served with **this Order** as soon as possible. Should the Landlord fail to comply with this Order, it may be filed in the Small Claims Division of the Provincial 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: June 21, 2024

---

Residential Tenancy Branch