



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for damage to the rental unit, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary order for damage to the rental unit; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Agent for the Landlord and the Tenant agree that the Tenant was a long-term employee of the Landlord and that she resided in this rental unit since May of 1995. The parties agree that the tenancy ended on January 31, 2009, at which time the monthly rent was \$750.00. The parties agree that the Tenant paid a security deposit of \$375.00 on May 01, 1995.

A condition inspection report was completed at the beginning and the end of this tenancy, a copy of which was submitted in evidence.

The Landlord is seeking compensation, in the amount of \$200.00 for cleaning the rental unit. The Agent for the Landlord stated that the patio, kitchen, bathroom, cupboards,

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and walls needed to be cleaned, which took approximately ten hours. He stated that this did not include the cost of cleaning the carpets, as the carpets were replaced.

The Tenant disputes the claim for cleaning costs, as she contends that the rental unit was reasonably clean at the end of the tenancy. She agrees that the carpets required cleaning and she agreed, as noted on the Condition Inspection Report, that the Landlord could retain \$68.85 from her security deposit in compensation for the cost of cleaning the carpets.

In the Condition Inspection Report that was completed at the end of the tenancy there is no indication that the rental unit required cleaning, although it was noted that the carpets required cleaning. The Landlord submitted some photographs of the rental unit, none of which establish that the kitchen, bathroom, cupboards, and walls required cleaning. Three photographs show that there is minor debris on the patio.

The Landlord is seeking compensation, in the amount of \$180.00, to replace three light fixtures that were missing at the end of the tenancy. The Landlord submitted no receipts to establish the cost of replacing the light fixtures.

The Tenant stated that she replaced the three missing light fixtures with fixtures that she personally purchased. She stated that she placed the Landlord's fixtures in the storage area and that she believes they are still in storage. She stated that she took her light fixtures with her but she did not have time to replace the old fixtures.

The Landlord is seeking compensation, in the amount of \$175.00 to paint the walls in the rental unit. The Agent for the Landlord stated that it will cost significantly more than \$175.00 to paint the walls, however they are seeking this amount because the walls will require extra paint due to the fact the Tenant smoked inside the rental unit. The Agent stated that the Tenant was not prohibited from smoking in her rental unit. He does not know when the rental unit was last painted.

The Tenant contends that some smoke on the walls is to be expected in a rental unit that permits smoking. She stated that the rental unit has not been painted since prior to the beginning of her tenancy in 1995.

Analysis

After hearing the statements of both parties regarding the cleanliness of the rental unit, after reviewing the Condition Inspection Report that shows nothing but the carpets required cleaning, and after viewing the photographs of the rental unit, I find that Tenant left the rental unit in reasonably clean condition. As the \$200.00 claimed for cleaning does not include the cost of cleaning the carpets, I find that the Landlord has not

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established that they are entitled to compensation for the cost of cleaning the rental unit. Although there was a minor amount of debris on the patio, I find that the rental unit was reasonably clean, which is the standard that is established by section 37(2) of the Act. On this basis, I dismiss the Landlord's application for cleaning costs.

As the Tenant does not dispute removing three light fixtures from the rental unit, I find that she failed to comply with section 37(2) of the Act when she did not replace the light fixtures. As the Landlord submitted no evidence to refute the Tenant's statements that the missing light fixtures are still in the possession of the Landlord, I find that the Landlord has not established that they needed to purchase new fixtures, as opposed to installing the old ones. On this basis, I find that the Tenant must compensate the Landlord for three hours of labour, at a rate of \$20.00 per hour, for the cost of replacing the old fixtures, for a total of \$60.00.

The Residential Tenancy Policy Guidelines show that the life expectancy of interior paint is four years. The evidence shows that the rental unit has not been painted for at least 14 years and has, therefore, greatly exceeded the life expectancy of the paint. On this basis, I dismiss the Landlord's application for compensation for any costs associated to painting the rental unit. In reaching this conclusion, I was strongly influenced by the fact that the Tenant was permitted to smoke in the rental unit and that some damage to the walls that occurs as a result of that activity is simply reasonable wear and tear.

I decline to award the cost of filing this Application for Dispute Resolution, as I am not satisfied that the dispute could not have been settled by the parties without the benefit of a hearing.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$60.00, as compensation for the labour of replacing three light fixtures. I hereby authorize the Landlord to retain \$60.00 from the Tenant's security deposit in satisfaction of this monetary claim.

I further find that the Landlord can retain \$68.85 from the Tenant's security deposit, in accordance with the written authority given to the Landlord by the Tenant.

I will be granting the Tenant a monetary Order, in the amount of \$318.59, which is comprised of the remainder of the security deposit, plus interest in the amount of \$72.44. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.



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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 22, 2009.

Dispute Resolution Officer