



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNSD FF

Introduction

This hearing dealt with an application by the landlord for an order to retain the security deposit in full satisfaction of a monetary claim. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on July 14, 2009, the tenant did not participate in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to retain the security deposit in compensation of the monetary claim?

Background and Evidence

The tenancy began on December 1, 1999. On November 10, 2009, the tenant paid a security deposit of \$350. At the outset of the tenancy, the interior walls of the unit were painted in white or milky white colours. The tenancy ended on June 30, 2009. An agent for the landlord and the tenant conducted a move-out inspection on that date, and the agent noted that the tenant had painted the walls in dark colours. The tenant signed under the agent's notes "This is true." The landlord provided a written statement from a contractor, who indicated that because the walls in the unit were such dark colours, a greater volume of paint was required to return the walls to their original or near-original light colours. The landlord sought only to retain the security deposit and applicable interest to put toward the cost of repainting.

Analysis

I accept the landlord's undisputed evidence that the tenant painted the walls in dark colours and did not restore the walls to the original light colours. However, the average life of interior paint is four years, and the landlord would not have been entitled to claim against the tenant for the cost of regular painting if more than four years had passed since the landlord had painted. Further, the landlord did not specify what cost they incurred for the additional painting needed to restore the walls to their original colour. As the landlord did not quantify their loss, I cannot find that the landlord is entitled to monetary compensation.

Conclusion

The application of the landlord is dismissed.

The landlord continues to hold the tenant's security deposit in trust, and it must be dealt with in accordance with the Act.

As the landlord's application was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

Dated November 12, 2009.