



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on or about May 1, 2014. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$800.00. The rental property was sold and the purchaser took over as the new landlord on May 1, 2015. The tenancy ended on April 30, 2016.

The landlord stated that at the end of the tenancy the tenant left the rental unit in sub-standard condition. The landlord stated that when he purchased the property, the previous owner did not give him any condition inspection report done with the tenant at the beginning of the tenancy. The landlord stated that he inspected the rental unit before purchasing the house, and at that time the rental unit was in good condition.

The landlord claimed compensation of \$800.00, the same amount as the security deposit. In support of his claim, the landlord submitted invoices for a painter and paint supplies, as well as evidence of a credit of \$200.00 given to the new tenants for the inconvenience of not having the rental unit in good condition at the beginning of the tenancy. The landlord also submitted photographs showing dirty areas of the rental unit; scratches and crayon marks on doors; and poorly repaired walls that were not sanded and showed visible marks where the holes were made. The landlord indicated that they were able to have the painting done at a reduced price.

The tenant stated that he did clean the crayon off the walls, and it was barely visible afterward. The tenant stated that he believed he left the rental unit in satisfactory condition at the end of the tenancy.

Analysis

I find that the landlord is entitled to compensation as claimed. The tenant acknowledged at least part of the damage. The landlord's photographs show dirty areas in the rental unit; crayon marks; and, in particular, lumpy portions of the walls that had been repaired very poorly. I accept the landlord's evidence that he incurred reasonable costs to clean and repair the unit, and compensate the new tenants. The tenant did not provide sufficient evidence to show that he did leave the unit in satisfactory condition.

Conclusion

The landlord's claim was successful. The landlord is entitled to \$800.00. I order that the landlord retain the security deposit of \$800.00 in full satisfaction of this amount.

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: December 28, 2016

Residential Tenancy Branch