



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MND MNDC FF

### **Introduction:**

Both parties attended and gave sworn testimony. The landlord said they served the Application for Dispute Resolution on the tenant by registered mail and the tenant confirmed receipt. I find the application was legally served pursuant to section 89 of the Act for the purposes of this hearing. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7 and 67 for damages; and
- c) An order to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Has the landlord has proved on a balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced in May 2015, that monthly rent was \$1630 including utilities and a security deposit of \$750 was paid. The security deposit and any claim for rent were dealt with in a previous hearing. The landlord claims as follows:

1. \$175 for carpet cleaning. The tenant said they cleaned the carpets by vacuuming.
2. \$18.85 for wall repair for material only. The landlords said something was removed near the entry and it ripped off the drywall. The tenant said this was usual wear and tear.
3. \$22.40 for a bi-fold door. The landlord said the bottom was broken. It had been replaced 5-6 years ago at renovation but was left uninstalled at move-out for it was broken. The tenant denied breaking the door. They said it was like that at move-in.
4. The landlord said this was untrue and the tenants had never complained about it although they made other complaints during their tenancy.

5. \$250 to do house repairs after move-out. The landlord estimated that one quarter of this was to deal with the bi-fold door and  $\frac{3}{4}$  for dealing with a repair to the front stairwell wall. There was a hanger or something pulled off and a hole at the bottom area. This required sanding, patching and returning to paint so cost more. The tenant said there were only two screws of a coat rack removed and he had no idea of what happened with a hole near the entryway. He said people come in and out and take off shoes so it would be normal wear and tear.
6. \$225 for housecleaning. The tenants said they cleaned the house thoroughly with a number of friends and supplied their letters detailing the cleaning. They also supplied photographs showing various rooms in the home which had been cleaned. The landlord agreed that some cleaning was done but said the heavier tasks such as cleaning the stove elements, the grease catch basins and wall oven were not done. Also behind the fridge wasn't cleaned and the walls were not wiped down. The landlord pointed out that if the home was cleaned properly, why would she spend the extra money to have it cleaned? The tenant said the invoice is from a regular cleaning person employed by the landlord and they can choose to charge for cleaning even if it is not necessary.

The house is described as built in 1975 with a renovation done 4 or 5 years ago. Both parties agreed there was no condition inspection move-in/move-out report completed. In evidence are photographs of the backyard supplied by the landlord, photographs of the house interior supplied by the tenants and invoices to support all the claims of the landlord. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

### **Analysis**

I find awards for compensation are provided in sections 7 and 67 of the *Act*.

Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

### **Director's orders: compensation for damage or loss**

**67** Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with

this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party. Section 67 of the Act does *not* give the director the authority to order a respondent to pay compensation to the applicant if damage or loss is not the result of the respondent's non-compliance with the Act, the regulations or a tenancy agreement.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that the tenant did not professionally shampoo the carpets at move out. I find Residential Policy Guideline 1 sets out responsibilities for landlord and tenants. The Guideline states that tenants will generally be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. I find the weight of the evidence is that the tenant violated this provision. They said they 'vacuumed the carpets' and that they were clean. I find them responsible for the cost of shampooing the carpets which was \$175 as invoiced.

In respect to the claim \$250 for repairs, I find the evidence is that \$187.50 of it pertained to the wall repair. I find that removing items that rip off drywall paper is beyond what the tenant calls reasonable wear and tear. Section 37 of the Act provides a tenant on vacating must leave the unit clean and undamaged. I find the weight of the evidence is that the tenant caused damage as stated and the landlord is entitled to reimbursement of \$187.50. Likewise I find them entitled to \$18.85 for the material and \$28 for the paint for a total reimbursement of \$234.35 for repairs.

The \$225 cost of cleaning was hotly contested. I find the tenants evidence credible that they cleaned the house thoroughly with a number of friends who supplied letters detailing the cleaning. They also supplied photographs showing various rooms in the home which had been cleaned. However, I find while the landlord agreed that some cleaning was done, she said the heavier tasks such as cleaning the stove elements, the grease catch basins and wall oven were not done. Also behind the fridge wasn't cleaned and the walls were not wiped down. I find Guideline 1 adds that windows must be cleaned, the internal tracks and walls wiped done and cleaned of scuff marks and the stove top elements and oven must be cleaned. I have examined the tenants' letters in evidence, photographs and the professional cleaning invoice. While it appears that some detailed cleaning was not done by friends such as the blinds, the windows and the stove elements, I find they and their friends did clean a lot and their letters stated the house was not clean at move-in. They stated they had provided the same service of cleaning at move-in. I found their photographs persuasive and the landlord did not provide photographs to support the degree of cleaning needed. While she did employ a professional company, I take note as the tenant said that a company might charge for

items that did not necessarily need to be re-cleaned. Since I have insufficient evidence of the state of cleanliness at move-in as there was no condition inspection report done, I find the landlord entitled to recover only some of the costs of cleaning. I find it reasonable to award the landlord \$125 for I find the company had to clean stove elements, dust blinds, wash windows and clean ceiling fans which are the responsibility of the tenant according to the Guideline and did not appear to have been done nor detailed in the letters and photographs.

Regarding the claim for the closet bi-fold door, I find insufficient evidence that the tenant caused this damage. There is no condition inspection report so I find it may have pre-existed this tenancy. Therefore, I find the landlord not entitled to the \$625 cost of installation (the one quarter portion of the \$250 bill as allotted by the landlord), and also not entitled to the \$22.40 claimed for its replacement. I dismiss this portion of their claim.

**Conclusion:**

I find the landlord is entitled to a monetary order as calculated below and to recover filing fees paid for this application.

**Calculation of Monetary Award:**

Carpet cleaning	175.00
House Repairs as allowed	234.35
House cleaning allowance	125.00
Filing fee	100.00
<b>Total Monetary Order to Landlord</b>	<b>634.35</b>

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: September 19, 2017

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Residential Tenancy Branch