



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlords and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The following are agreed facts: The tenancy under written agreement started on January 20, 2013. At the outset of the tenancy the Tenant paid \$600.00 for a security deposit and \$100.00 for a pet deposit. On December 1, 2018 the Landlords became owners of the unit and the Parties entered into another written tenancy agreement on the same terms. Rent of \$1,275.00 was payable on the first day of each month. The tenancy ended on April 3, 2019. The Parties mutually conducted a move-out inspection with a completed report copied to the Tenant. The Tenant did not agree with the report.

The Landlord does not know whether a move-in condition inspection was done and has no copy of a move-in report. The Tenant states that it cannot recall if a move-in inspection was conducted and has no copy of a move-in condition report. The Landlord states that the previous landlord conducted an inspection at the time the unit was purchased.

The Landlord states that the Tenant left the carpets in all three bedrooms damaged with stains and tears. The Landlord does not know the age of the carpet that was existing in the unit at the time of purchase. The Landlord states that their research for the replacement of the carpet indicated a cost of \$1,000.00 so they purchased laminate to replace the flooring. The Landlord claims \$557.20 as the costs for the laminate. The Landlord provides photos of the carpets and states that the damage to the 3<sup>rd</sup> bedroom is contained within the area for the second bedroom as there was no space for a 3<sup>rd</sup> bedroom. The Landlord states that the tears were noted on the one bedroom only as this was missed at the inspection.

The Tenant states that the carpet was pre-existing at the original start of the tenancy and had not been changed during the previous tenancy of 5 years. The Tenant agrees that one-bedroom carpet was stained as caused by the Tenant and that the Tenant was unable to remove the stain. The Tenant states that the other bedroom carpet was torn behind the door. The Tenant states that there were no stains to the 3<sup>rd</sup> bedroom carpet and that this carpet is not noted as damaged on the move-out report.

The Landlord states that the Tenant damaged the outer screen door and left it in the yard. The Landlord claims \$256.00 as the estimated cost. The Landlord has not replaced the door. The Landlord does not know the age of the door but states that the seller told them that the door had been purchased new sometime during the tenancy. The Tenant states that the door was torn off the hinges by a large storm that knocked over a tree at the time. The Tenant states that the door was never replaced by the previous landlord and was there at the outset of the tenancy.

The Landlord state that the Tenant left a light and fan fixture with a broken glass panel on the shade. The Landlord states that this was not replaced and that the cost of \$87.00 being claimed is an estimate only. The Landlord states that the light appears to be likely 10 years old. The Tenant agrees that the light was damaged when a friend's glass hit it during a cheer. The Tenant states that the replacement of the shade only costs \$10.00 and that the light was older than 10 years.

The Landlord states that the Tenant failed to leave the unit clean and claim \$170.00 for their 8.5 hours time in cleaning the unit. The Landlord states that some of the cupboards were not wiped out, the stove and behind the stove was not cleaned, the inside and outsider of the dishwasher was not clean, the bathroom toilet and stains on the bathroom ceiling were not cleaned, the kitchen fan was not clean, and 5 walls were left with marks that could be washed off. The Landlord states that the stove has wheels.

The Tenant states that the unit was cleaned to the Tenant's best ability. The Tenant denies that the items claimed by the Landlord were not cleaned. The Tenant states that the stove was not on wheels and that the Landlord did not provide any photos showing wheels on the stove. The Tenant states that all the walls were cleaned to the best of the Tenant's ability. The Tenant states that the ceiling had condensation spots not caused by the Tenant. The Tenant states that the kitchen fan was cleaned and that perhaps the Landlord is referring to the holding grooves of the fan. The Tenant agrees that a couple of spots were left on the outside of the dishwasher. The Tenant states that the Landlord was marking minor items as unclean or damages on the move-out report and for this reason the Tenant did not agree with the report. The Tenant states that the Landlord took the photos after the move-out inspection and also made notes on the inspection report after it was completed. The Landlord denies adding notes to the move-out report.

### Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that costs for the damage or loss have been incurred or established. Given that the screen door and ceiling fan have not been replaced, I find that the Landlord has not substantiated that the costs claimed have been incurred or established. I therefore dismiss those claims.

The Tenant's evidence that the Tenant does not have a move-in inspection report is not evidence that the Tenant was not given one. For this reason and as evidence of the conduct of a move-in inspection is unknown, I find that there is no evidence that a move-in inspection was not conducted.

A review of the Landlord's photos of unclean areas shows no visible and barely visible marks on a couple of walls and small marks on one wall that appear to be easily wipeable. Given the Tenant's evidence that the stove was not on wheels and as the Landlord's photo does not show any wheels I find on a balance of probabilities that the stove was not on wheels and that the Tenant was not required to clean under or alongside the stove without the Landlord first pulling the stove out. There is no evidence that the Tenant was given this opportunity to clean these stove areas. I note that there are no other photos of the stove otherwise being unclean. The photo of the bathroom ceiling shows small condensation spots. The remaining photos show very minor misses. Given these photos and the Tenant's evidence of cleaning, I consider that altogether the cleaning required to bring the unit to a reasonable standard of cleanliness should not have taken 8.5 hours and that the Landlord's claim is excessive in the circumstances. I find therefore that the Landlord is only entitled to a nominal

amount of **\$40.00** for cleaning to bring the unit to a reasonable standard of cleanliness for which the Tenant is responsible. This amount is based on the Landlord's evidence of its hourly cost of \$20.00.

Policy Guideline #40 provides that the useful life of carpet is 10 years. As the Landlord provided no evidence of the age of the carpet and given the Tenant's undisputed evidence that the carpet was older than her tenancy of 6 years plus the previous tenancy of 5 years, I find on a balance of probabilities that the carpet was older than 10 years and no longer has any useful life remaining at the end of the tenancy. I find therefore that the Landlord has not substantiated that the Tenant caused any loss of life to the carpet and I dismiss the claim for its replacement.

As the Landlord's claims have met with minimal success I find that the Landlord is only entitled to recovery of half its filing fee in the amount of **\$50.00** for a total entitlement of **\$90.00**. deducting this amount from the combined security and pet deposit plus zero interest of **\$700.00** leaves **\$610.00** to be returned to the Tenant forthwith.

### Conclusion

I Order the Landlord to retain \$90.00 from the security deposit plus interest of \$700.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for **\$610.00**. If necessary, this order may be filed in the Small Claims 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: July 18, 2019

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Residential Tenancy Branch