Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of $3,683 pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant attended the hearing. She was assisted by an agent ("**DG**"). The landlord was represented by its property manager ("**BB**") and direct ("**JS**") at the hearing. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing DG asked if the tenant's attendance was required. I advised him that it was not required, as she was represented by an agent, but that if she did not, it may be detrimental to her case, as she would be unable to give first-hand testimony about the facts of this case. The tenant and DG stated they understood, and DG disconnected from the hearing. DG advised me that she had childcare responsibilities to attend to.

The BB testified, and DG confirmed, that the landlord served the tenant with the notice of dispute resolution form and supporting evidence package. DG testified, and BB confirmed, that the tenant served the landlord with their evidence package. I find that all parties have been served with the required documents in accordance with the Act.

Preliminary Issue – Quality of Landlord's Documents

DG noted, however, that the photographic evidence provided to the tenant by the landlord were black & white paper copies and were difficult to interpret. In his written submissions, DG sought the exclusion of these documents, due to breaches Rules of Procedure 2.5, 3.01, 3.7, 3.10, 3.10.1, 3.10.3, 3.10.5, and 3.13. With the greatest of respect, I do not find that Rules 3.01, 3.10, 3.10.1, 3.10.3, or 3.10.5, as they deal with

digital evidence (which the impugned photographs are not). Rules 2.5 is not applicable, as it relates to the provision of documents to the RTB, not and not the opposing party.

Rule 3.7 is titled “Evidence must be organized, clear and legible”. The copy of the landlord’s evidence received by the tenant was paginated (the copy provided to the RTB, sadly, was not). I find that this causes it to be suitably organized. I find that the photographs provided to the tenant were of an acceptable level of quality. I base this on the fact that, throughout the proceeding, DG followed along with the landlord’s submission, responded to references I made to the landlord’s documents, and was able to point out certain features contained in the photographs (the presence of drapes, for example). As such, I find that they are adequately clear and legible for the purposes of this proceeding.

Issues to be Decided

Is the landlord entitled to:

1) a monetary order for $3,683;
2) recover their filing fee; and
3) retain the security deposit in partial satisfaction of the monetary orders made?

Background and Evidence

While I have considered the documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties’ claims and my findings are set out below.

The parties entered into a written tenancy agreement starting September 1, 2014 and ending June 30, 2020. Monthly rent is $903 and is payable on the first of each month. The tenant paid the landlord a security deposit of $400 and a pet damage deposit of $200, which the landlord continues to hold in trust for the tenant.

The parties conducted a move-in condition inspection shortly after the tenant moved in. A copy of the move-in condition inspection report (the “**Move-In Report**”) was entered into evidence by the tenant. DG took issue the form of this report, and the form of the move-out condition inspection report (the “**Move-Out Report**”) (collectively, the “**Reports**”). I will discuss this matter in more detail below.

Sometime between June 8 and June 12, 2020, the tenant emailed the landlord notifying it that she would moving out of the rental unit as of July 12, 2020. In this email, she acknowledged that her notice was “a week or so past the first” but stated this was due to no manager being onsite and that she was “away from the building” so had no one she could contact until the date she sent the email. DG testified that the tenant was away from the building due to an attempt to avoid domestic abuse. I do not understand the perpetrator of the alleged abuse to have resided sat the rental unit.

BB testified that the landlord was able to secure a new tenant in the rental unit starting July 15, 2020.

An agent of the landlord and DG (attending on behalf of the tenant) conducted a move-out inspection on July 1, 2020. On the Move-Out Report entered into evidence by the tenant, the landlord indicated that the apartment required painting, the carpets needed to be professionally cleaned, and that drapes were missing.

At the hearing, BB stated that the landlord was waiving any costs associated with repainting the walls of the rental unit.

1. Deficiencies of the Move-In and Move-Out Reports

Before discussing the damage recorded on the Move-Out Report, I must summarize DG's submissions on the Reports. DG alleged that the form of the Reports were not in compliance with the Residential Tenancy Regulations (the "**Regulations**") and that the contents of the Move-Out Report was "forged". I will address the latter of these first.

a. Content of Move-Out Report

The landlord did not provide a copy of the Move-Out Report in its documentary evidence. The tenant provided three copies of this report. None of them were signed by DG. The first copy is the copy provided by the landlord to the tenant at the move-out inspection. The second is a photograph of this same report taken on July 1, 2020 (as proof of the date DG received it). The third is copy includes additional annotations setting out costs for cleaning, countertops, bathroom light fixtures, July rent, and missing laundry card, as well as comments about the colour of the kitchen cupboards (gray-blue) and a missing light fixture in the bathroom.

DG characterized the third report as "forged". BB testified that the landlord's agent made additional annotations on the report after DG left the move-out inspection and provided him with a copy at a later date (he did not say when). DG argued that this "forgery" amounted to an attempt to misrepresent the condition of the rental unit at the end of the tenancy.

b. Form of Reports

The landlord used its own form of Report, rather than the template inspection report form provided by the RTB. DG did not allege that it is a requirement to use the RTB form, but rather argued that whatever form is used must comply with the Regulations.

DG alleged numerous deficiencies in the form of the Move-In and Move-Out Reports. He argued that they breached the following subsection of section 20 of the Regulations:

20(1)(d) – There is no section for the address for service of the landlord.

> 20(1)(e) – There is no section clearly identifying the date of the condition inspection
>
> 20(1)(j) – There is no appropriate space to comply with this section. Where exactly is the tenant supposed to indicate agreement or disagreement with the landlord's assessment of any item of the condition of the rental unit and contents and any additional comments?
>
> 20(1)(k) – This statement is nowhere on the [landlord's] Inspection Report. There is also no space for it to be added.
>
> 20(1)(l) – There is only space for the tenant signature and not the landlord.
>
> 20(2)(a) – There are no such statements in the Capilano Condition Inspection Report that are clearly distinguishable from other information in the report including any itemizing any damage. Only counter painted or not cleaned statements.

In his written submissions, DG argued:

> The condition inspection report that [the landlord] has elected to use in this tenancy was non-compliant from the beginning (move-in). This is undisputable. Therefore, at minimum, any claim they attempt to make cannot be considered as it would be patently unfair to the tenant.

DG did not expand on why this would be patently unfair.

DG testified (and submitted an audio recording which corroborated his testimony) that the landlord's agent would not allow him to make any comments on the landlord's copy of the Move-Out Report regarding where he disagreed with the agent's assessment of the damages to the rental unit.

BB did not deny that the form of the Reports did not comply with the Regulations. Indeed, he acknowledged their deficiencies. He testified that, at some point after the Move-In Report was created, the landlord changed their forms to comply with the Regulations. However, in the interest of consistency, he testified that the landlord did not use the updated form when conducting the move out inspection, so as to make it easier to compare the Move-Out Report to the Move-In Report.

2. <u>Alleged Damage to Rental Unit</u>

    a. <u>Carpets</u>

BB testified that there were paint stains on the carpet in the bedrooms, and that they could not be cleaned and had to be replaced. BB testified that the bedroom carpets were new at the start of the tenancy.

The landlord submitted photographs of the carpet into evidence which show paint spots on the carpet in multiple locations. DG admitted that the tenant painted the rental unit during the tenancy. He denied that the tenant caused the paint stains. Additionally, DG testified that there was mold, dirt, and worms in the carpet, and that they were replaced not due to any damage caused by the tenant, but rather due to damage caused to them by the landlord's failure to conduct proper maintenance.

The tenant submitted copies of photographs which show what appears to be black mold under the carpet by a baseboard heater. DG alleged that the building envelope had been compromised allowing water to enter the rental unit, causing the mold. He also asserts that the baseboard heater's waterline has "rusted out" which caused the mold. The tenant submitted two other photographs (of the exterior of the bedroom wall and the corresponding interior wall) which DG alleged show "obvious" and "clear" signs that the building envelope has been compromised and there have been previous attempts to fix it. Aside from these three photographs, the tenant provided no other documentary evidence supporting this allegation. The landlord did not comment on these allegations.

b. Drapes

The Move-Out Report indicates that the drapes were missing. It does not indicate in which rooms they are missing, however. Rather, it indicates that the living room drapes are in "poor" condition and does not indicate the condition of the bedroom drapes at all in the bedrooms (or indicate that they are missing). BB gave conflicting evidence about which drapes were missing. At one point, he testified the drapes in both bedrooms were missing, but later he testified it was the drapes in one bedroom and the living room.

DG testified that the drapes in one bedroom were missing.

I note that the landlord submitted a photo of a bedroom which appears to show that the drapes are missing, and the tenant submitted a photograph which showed the drapes in the living room.

BB testified that the drapes were no more than two years old at the start of the tenancy.

c. Countertops

Additionally, the Move-Out Report noted that the kitchen countertop had been painted and was in "poor" condition. The Move-In Report indicated that they were in "good" condition at the start of the tenancy. BB testified that the kitchen countertop was two or three years old at the start of the tenancy.

The landlord submitted photos of the kitchen countertop, which appears to have been painted black by the tenant. DG admitted that the tenant did this to “make it smooth” as there were chips to the countertop’s veneer.

The photo of the counter shows numerous circle-shaped dents on the countertop surface. DG stated that he could not see such dents in the photograph that he was provided (which is not unexpected, given dents on a black countertop would be difficult to see in a black & white photograph). DG testified that the countertop was dented and marked at the start of the tenancy. He stated that the Move-In Report does not reflect this as there is no space on it to record such damage at the start of the tenancy. Rather, there are only two boxes (“good” or “poor”) which can be marked. He argued that, at the start of the tenancy, the countertop had ordinary wear and tear in it, and, as such, would not have been marked as being in “poor” condition on the Move-In Report.

BB stated that the Move-In Report accurately captured the condition of the rental unit at the start of the tenancy, and testified that, at the end of the tenancy, the kitchen countertop was so damaged that it had to be replaced.

d. Walls

The condition of the walls in all the rooms of the rental unit was marked as “poor”. The landlord submitted photographs showing dents and scratches on the walls of many rooms, stickers and sticker residue on the walls, a large chip out of the corner of one wall, crayon marks on the living room wall, and several screw or nails holes in walls throughout the rental unit.

DG characterized this damage as ordinary wear and tear and therefore should not be compensable.

e. Cleaning

BB alleged that the rental unit was not adequately cleaned at the end of the tenancy. The Move-Out Report provided to DG at the move-out inspection does not indicate the cleanliness of the rental unit, aside from the bedroom floors needing cleaning (which I understand to be referencing the paint stain on the carpets). DG testified that prior to the tenant moving out he swept the rental unit and picked up any garbage that was left behind. He did not do a throughout cleaning. He testified that he did not “wipe it down with Lysol wipes or anything like that”.

BB testified that the rental unit required five hours of additional cleaning after the tenant vacated it. The photos submitted by the landlord show stickers, sticker residue and dirt on the walls, a small amount of dirt or debris on the floors, and stains or residue on the kitchen counters and cabinets.

DG argued that the rental unit would not have reasonably required five hours of cleaning after the tenancy ended.

f. Cost of Repairs

The landlord claimed the cost of repairing the damage to the rental unit was $2,913.09 as follows:

Drapes (two rooms)	$624.34
Bedroom carpet	$1,328.34
Replacement kitchen countertop	$372.41
Cleaning (5 hours @ $40/hour plus tax)	$210.00
Installing countertop and fixing drywall (4 hours @ $45/hours x 2 workers plus tax)	$378.00
Total	**$2,913.09**

In addition to this amount, the landlord claims $451.50 for the loss of rent from July 1 to 15, 2020 due to the tenant's insufficient notice.

The landlord provided invoices supporting these amounts, although I note that the invoice submitted in support of the labour for installing countertop and fixing drywall records the labour as "painting/countertop installation" and claims for 16 hours (8 hours with two workers) at $45/hours. At the hearing, BB advised me that half of this work was attributable to "painting" and was being abandoned. He advised me that the balance of the bill was drywall repair and installing the countertop. He did not state how the remaining amount was apportioned between these two tasks.

Analysis

1. Loss of Rent

The tenancy is a periodic (month to month) tenancy. Section 45(1) of the Act sets out how a tenant may end such a tenancy:

> **Tenant's notice**
> **45**(1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that
> (a) is not earlier than one month after the date the landlord receives the notice, and
> (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

So, if the tenant wanted to end the tenancy on July 1, 2020, the latest she could have given notice to do so would be on May 31, 2020. The earliest a notice to end tenancy given in early June 2020 could have ended the tenancy for would be July 31, 2020.

Section 53 of the Act *automatically* changes ineffective dates on notices to end tenancy:

> **Incorrect effective dates automatically changed**
>
> **53**(1) If a landlord or tenant gives notice to end a tenancy effective on a date that does not comply with this Division, the notice is deemed to be changed in accordance with subsection (2) or (3), as applicable.
>
> (2) If the effective date stated in the notice is earlier than the earliest date permitted under the applicable section, the effective date is deemed to be the earliest date that complies with the section.

There is nothing in the Act which would cause this automatic correction from occurring on the basis that the tenant did not have access to email to give the notice or that the landlord did not have staff on site. (I note that section 45.1 of the Act, which addresses ending tenancies due to family violence does apply in this instance, as it only applied to fixed term tenancies, and also required that the tenant provide one-months' notice).

As such, I find that the notice to end the tenancy given by the tenant is deemed to have an effective date of July 31, 2020.

Accordingly, by moving out of the rental unit prior to this date (thus ending the tenancy per section 44(1)(d) of the Act), I find that the tenant breached the Act by failing to give adequate notice.

The landlord was entitled to receive rental income from the rental unit for the entire month of July 2020 in the amount of $903. As a result of the tenant's breach of the Act, they did not. I accept that the landlord secured a new tenant for the rental unit as of July 15, 2020. However, I am not sure how much that tenant is paying in monthly rent (the landlord obscured the amount of rent on the tenancy agreement).

However, the landlord entered a craigslist posting advertising the rental unit for rent at $1,225 per month, with a $100 discount for the first month ($1,125). I find it reasonable to conclude that the new tenant is paying this amount in a monthly basis and paid half this amount ($562.50) for July 15 to 31, 2020. Accordingly, the landlord suffered a loss of income generated by the rental unit in July 2020 of $340.50 ($903 – $562.50). Accordingly, I order that the tenant pay the landlord this amount.

2. <u>The Reports</u>

I disagree with DG's characterization of one of the copies of the Move-Out Inspection as "forged". I accept BB's explanation that the landlord's agent simply continued to make notes on her copy of the Move-Out Report after the inspection. I do not find that the landlord's agent did this to obtain any sort of inappropriate advantage in this dispute, based on the fact that the landlord did not enter a copy of any version of the Move-Out

Report into evidence. The only copies entered were those entered by the tenant. As such, I would not have been aware of the allegedly “forged” copy, but for the tenant entering it into evidence.

I attach no significance to the fact that there are two different versions of the Move-Out Report entered into evidence. I note that both versions are almost identical in their descriptions of the damage to the rental unit, with exceptions for damage that the landlord is not claiming for (paint and a light fixture). The main difference between them is that the landlord’s version lists the cost of various expenses in version modified by the landlord’s agent after the move-out inspection. I am not relying on these figures when adjudicating this matter; rather, I rely on the figures BB provided at the hearing, supported by invoices, when determining the amount of damages suffered by the landlord due to the tenant’s breach of the Act.

I agree with DG that the form of the Reports does not comply with the Regulations. In particular, the Move-In Report does not include “appropriate space for the tenant to indicate agreement or disagreement with the landlord's assessment of any item of the condition of the rental unit and contents, and *any additional comments*” [emphasis added] as required by section 20(1)(j) of the Regulations.

I find that the lack of such a space did not allow the state of the rental unit to be adequately captured at the start of the rental unit. The designations of “poor” or “good” are insufficient descriptors to allow for the rental unit’s true state to be recorded. For example, I am unclear how a dented wall or kitchen countertop would be recorded. An item in such condition could neither be considered “good” or “poor” conditions. Space to describe such damage is essential to having an effective report.

Arbitrators rely on Move-In Inspection reports during proceedings to determine the true state of the rental unit at the time they are made (see section 21 of the Regulations). If a report is deficient in some way, an arbitrator cannot determine this, absent any corroborating evidence (photographs, videos, or contemporaneous correspondence, for example). As such, where the tenant and the landlord’s position differ as to the condition of the rental unit at the start of the tenancy, and where there is no documentary evidence that would assist me in determining the rental unit’s true state, or the landlord’s and tenant’s positions are equally reasonable, I will prefer the tenant’s position to that of the landlord, as the landlord bears the evidentiary burden to prove its allegations (as per Rule of Procedure 6.6).

3. Damages

    a. Carpets

The Move-In Report does not indicate that there are paint stains on the bedroom carpets. I find it more likely than not that such stains would have caused the carpets to be marked in “poor” condition on the Move-In Report. It is also not disputed that the

tenant painted the walls of the bedrooms during the tenancy. I find that it is more likely than not that the paint stains were caused by the tenant.

I am not persuaded by DG's submissions that the carpets replaced due to there being mold, dirt, and worms in the carpet. The tenant provided insufficient documentary evidence to support this assertion.

I find that the carpets had to be replaced due to the damage caused to them by the tenant. I find that the cost to do so was $1,328.34.

However, the landlord is not entitled to the return on this entire amount. The landlord testified that the carpets were new at the start of the tenancy. At the end of the tenancy, the carpets were therefore approximately six years old. The amount that the landlord is entitled to recover must reflect the fact that the carpets were six years old at the time of their replacement.

Policy Guideline 40 states:

> When applied to damage(s) caused by a tenant, the tenant's guests or the tenant's pets, the arbitrator may consider the useful life of a building element and the age of the item. Landlords should provide evidence showing the age of the item at the time of replacement and the cost of the replacement building item. That evidence may be in the form of work orders, invoices or other documentary evidence.
>
> If the arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant's responsibility for the cost or replacement.

Policy Guideline 40 sets the useful life of a carpet at 10 years. As the carpets were 60% of the way through their useful life, the landlord may only recover 40% of the cost to replace the carpets. As such, I order that the tenant pay the landlord $531.34 ($1,328.34 x 40%).

b. Drapes

The landlord has failed to provide sufficient evidence to show that two rooms were missing drapes. The Move-Out Report does not list that any are missing, and I only have documentary evidence to support the fact that the drapes in one bedroom is missing. DR testified that this was the only room in which the drapes were missing.

The fact that the landlord ordered two sets of drapes does not corroborate their assertion that two set of drapes were missing. The Move-Out Report indicated that the living room drapes were in "poor" condition. The landlord has not entered any evidence as to the damage of the living room drapes, or the efforts made to repair or clean them.

As such, I find that the landlord has not satisfied me on a balance of probabilities that the second set of drapes was not ordered to replace the “poor” conditioned living room drapes.

As the landlord has not adduced any evidence regarding the condition of the living room drapes, or whether they could be repaired or cleaned, I cannot order any compensation with regards to them.

Accordingly, the landlord is only entitled to compensation for the replacement cost of the drapes for one bedroom. I find that this amount is half of the amount claimed, or $312.17 ($624.34 ÷ 2).

BB testified that the drapes were no more than two years old at the start of the tenancy. As such, I find that, at the end of the tenancy, the drapes were approximately eight years old. Policy Guideline 40 sets the useful life of drapes as 10 years. Accordingly, the landlord may only recover 20% of the cost of replacing one set of drapes. I order that the tenant pay the landlord $62.43 ($312.17 x 20%).

c. Countertops

The Move-In Report indicates that the condition of the kitchen countertops was “good”. As noted above, the only other option available was “poor” and there is no space on the report for descriptions of the condition of the kitchen countertop at the time of move-in. The parties disagree as to its condition. BB claims the countertop was undamaged. DG testified that it dented and marked at the start of the tenancy.

As stated above, where the testimony of the parties’ representative differs as to the condition of the rental unit sat the start of the tenancy, I will prefer that of the tenant’s representative, due to the Move-In Report’s failure to comply with the Regulations.

As I cannot say who caused the countertop to become dented, I cannot award the landlord any amount for its replacement necessitated by the damage.

I should note that DG admitted that the tenant painted the countertop during the tenancy in an effort to smooth it out. Painting the countertop, absent the consent of the landlord, amounts to damage to the countertop. The tenant did not have the landlord’s consent to do this. As such, the tenant was obligate to repair this damage at the end of the tenancy. She did not. Accordingly, she ought to have compensated the landlord for this damage.

No submissions were made regarding the cost of repainting the countertop, so I cannot say how much such work might have cost. However, in the circumstances, I find it appropriate to award the landlord nominal damages of $100 to compensate the landlord for this damage. Per Policy Guideline 16:

> "Nominal damages" are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.

I order that the tenant pay the landlord $100 in compensation for the damage caused to the countertop by painting it.

d. Walls

Section 37 of the Act states:

> **Leaving the rental unit at the end of a tenancy**
> **37**(2) When a tenant vacates a rental unit, the tenant must
> (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and

Policy Guideline 1 states:

> Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion.
> […]
>
> WALLS
>
> Cleaning: The tenant is responsible for washing scuff marks, finger-prints, etc. off the walls unless the texture of the wall prohibited wiping.
>
> Nail Holes:
> 1. Most tenants will put up pictures in their unit. The landlord may set rules as to how this can be done e.g. no adhesive hangers or only picture hook nails may be used. If the tenant follows the landlord's reasonable instructions for hanging and removing pictures/mirrors/wall hangings/ceiling hooks, it is not considered damage and he or she is not responsible for filling the holes or the cost of filling the holes.
> 2. The tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, or screws or tape have been used and left wall damage.
> 3. The tenant is responsible for all deliberate or negligent damage to the walls.

The photos submitted into evidence of the damage to the walls depict walls with crayon marks, stickers and sticker residue left on them in multiple rooms, a large number of nail holes in the walls of a closet, nail holes and dents in the living room wall, wooden wall mounts affixed to the living room wall, a large rectangular scuff mark and filled nail holes on a bedroom wall, smaller scuffs through the walls of the rental unit, a number of small

dents in the bathroom wall, and two outward-facing corners of wall that have been chipped in several places (as if struck by hard objects).

I do not find that scuffs, crayon marks, stickers and sticker residue left on the walls constitutes normal wear and tear to the walls, as it is not damage caused by natural deterioration. Rather, I find that this damage was caused by deliberate acts of the tenant or the occupants of the rental unit, and it is the tenant's responsibility to remove the stickers and their residue from the walls prior to vacating the rental unit, and, per Policy Guideline 1, clean the scuff marks and crayon from the walls. The tenant did not do this. However, I find that their removal and cleaning would be captured by the cleaning costs incurred by the landlord (discussed below) and not be the costs incurred fixing the drywall.

I understand that the invoice submitted by the landlord in relation to the drywall repairs relates to the repair of the damage done to the drywall itself (dents, holes, and chips) by the tenant. I note that she does not dispute that she is responsible for this damage.

I find that the smaller wall dents are likely the result of reasonable wear and tear. Such dents are to be expected. However, I find chips to the corners of the walls are reasonable wear and tear. I do not find that they were caused by "aging or natural forces" while the rental unit was being used in a reasonable way. Rather they are the direct result of hard contact with objects unknown. I do not find such collisions nor the damage that ensues to be reasonable.

I find that the tenant has caused an excessive number of nail and screw holes in the walls of the rental unit. Per Policy Guideline 1, the tenant is responsible for repairing such damage.

As stated above, the landlord set out the precise cost of labour to repair the drywall. I understand that it is some portion of four hours work by two individuals. I find that a reasonable amount of time to repair the holes and the corners of the walls would be two hours of work by two people. As such, I order that the tenant pay the landlord $189, representing four hours of work at $45 per hour, plus GST (4 x $45 = $189, $180 x 1.05 = $189).

e. Cleaning

Based on my review of the photographs entered into evidence by the landlord, I find that the rental unit required cleaning at the end of the tenancy. The walls needed to be cleaned of stickers, their residue, stains, and scuff marks. Based on DG's testimony, I find that the tenant's cleaning was minimal, consisting of removing refuse and sweeping. I accept his testimony that he didn't wipe any surfaces down with Lysol or anything.

As stated above, section 37 of the Act requires that the tenant leave the rental unit "reasonably clean" at the end of the tenancy. This is not a requirement that a rental unit be spotless, but it does require that the rental unit be cleaned more than minimally. I find that the standard of reasonable cleanliness was not met by the tenant. Reasonable cleanliness includes using basic cleaning products (such as Lysol) on commonly used surfaces. Sweeping the floors and remove garbage is not sufficient to meet the standard of reasonable cleanliness. Counters must be cleaned, the bathroom sanitized, and windows wiped down. Based on DG's testimony, I do not understand the tenant to have done any of this.

I find that it was therefore necessary for the landlord to engage cleaners to clean the rental unit. I find that five hours for cleaning the entire unit, including the walls (the state of which I have described above) to be a reasonable amount of time. I find that $40 per house is a reasonable rate to pay for cleaning.

According, I find that the landlord reasonably incurred $210 in cleaning costs ($200 plus GST). I order the tenant to pay the landlord this amount.

Pursuant to section 72(2) of the Act, the landlord may retain the security and pet damage deposits in partial satisfaction of the monetary orders made above.

As the tenant has been mostly successful in defending herself against the landlord's claim, I decline to award the landlord the recovery of the filing fee.

Conclusion

Pursuant to sections 67 and 72 of the Act, I order that the tenant pay the landlord $833.27, representing the following:

Drapes (Bedroom)	$62.43
Bedroom carpet	$531.34
Nominal damages for countertop paint damage	$100.00
Interior wall repair	$189.00
Cleaning	$210.00
Lost Rent (July 1 to 15, 2020)	$340.50
Security Deposit Credit	-$600.00
Total	**$833.27**

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: November 19, 2020

Residential Tenancy Branch