



# Dispute Resolution Services

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

**Dispute Codes:** MN, MNSD, FF

## Introduction:

This hearing was convened upon the application of the landlord seeking a monetary order for damage or loss, seeking to retain the security deposit and recover the filing fee paid for this application. In total the landlord seeks \$4,080.60 although the total of the items sought as listed on the application equals \$4,054.31.

Both parties appeared at the hearing and gave evidence under oath.

## Background and Evidence

The landlord says the tenants did not clean the rental unit properly and the landlord was required to hire a cleaner at a cost of \$300.00 as well as having the carpets professionally cleaned. The landlord says light bulbs were burned out and the tenants took fruit from the orchard. The landlord says the tenants agreed to care for the landscaping and did not do so. The landlord says the tenants were allowed to take fruit from the trees on the property but they were canning and selling the fruit. The landlord says that contrary to the tenancy agreement the tenant's mother lived in the rental unit for 2 months. The landlord says the tenants broke the bathroom door and damaged the chain link fence. The landlord said the male tenant admitted he broke the fence and offered to repair the fence but did not do so. The landlord submits photographs of a dusty chandelier, carpets, a cracked door, filled garbage cans and "overgrown" shrubbery. The landlord submits receipts for the carpet cleaning, light bulbs, repairs to the bathroom door, carpet cleaning and an estimate for fence repairs.

In summary the landlord seeks the following sums:

General Cleaning of Suite and garbage pails	300.00
Carpet Cleaning	223.65
5 Eco-Light Bulbs	55.95
Fruit from Orchard	100.00
Additional, occupant living in the rental unit for 2 months x \$400.00 per month	800.00
Landscapers for July cleanup and maintenance	575.00
Landscapers for August Maintenance	540.00
Broken bathroom door	321.00
Damaged chain link fence	1,000.00
Window cleaning	165.00
Registered mail fee	19.26

Photocopying	4.45
Dispute Resolution Filing Fee	50.00
Total	4,054.31

The tenants say they agree with the carpet cleaning charges however they say they cleaned the rental unit “from top to bottom” washing all windows and walls. The tenants say the photo of the filled garbage cans was taken before they had an opportunity to remove the garbage which they did. The tenant says the light bulbs that were burned out were \$4.00 globe bulbs in the bathroom vanity mirror, not the expensive “eco-friendly” bulbs the landlord describes. The tenants say they took apples from the ground and she did not sell canned fruit. The tenants say the female tenant’s mother came to look after the couple’s children while both of the tenants worked. With respect to the bathroom door the tenants have no knowledge of this and do not believe they broke the door although they realize they missed that breakage on the inspection report because the tenant was looking at the front and back of the door, not at the side where it meets the door jam. Because the tenants work graveyard shifts the tenant’s mother would often spend the night. With respect to the landscaping charges the tenants note one receipt shows the landscaping done at Vineyard Road which is the managers’ former residence not the rental property. With respect to the chain link fencing the tenant says the gate was broken at move in. The tenant testified that they did not break the fence; that it was broken when they moved in and her spouse worked at a chain link fence company and offered that he would buy the parts to fix the gate but the landlord did not take up the offer.

## Discussion

A Landlord is responsible for ensuring that rental units and rental property meets “health, safety and housing standards” established by law, and that they are reasonably suitable for occupation given the nature and location of the property. The tenant must maintain “reasonable health, cleanliness and sanitary standards” throughout the rental unit. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the Residential Tenancy Act.

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. A dispute resolution officer may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. A dispute resolution officer may also determine whether or not the condition of premises meets reasonable health, cleanliness and sanitary standards, which are not necessarily the standards of the dispute resolution officer, the landlord or the tenant.

Residential Tenancy Agreements must not include terms that contradict the Legislation. For example, the tenant cannot be required as a condition of tenancy to paint the premises or to maintain and repair appliances provided by the landlord. Such a term of the tenancy agreement would not be enforceable. The tenant may only be required to paint or repair where the work is necessary because of damages for which the tenant is responsible. The landlord and tenant may enter into a separate agreement authorizing the tenant to provide services for compensation or as rent.

With respect to the property maintenance, generally the tenant who lives in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass, and clearing snow. The tenant is responsible for a reasonable amount of weeding the flower beds if the tenancy agreement requires a tenant to maintain the flower beds. A tenant living in a townhouse or multi-family dwelling who has exclusive use of the yard is responsible for routine yard maintenance, which includes cutting grass, clearing snow. A landlord is generally responsible for major projects, such as tree cutting, pruning and insect control. The landlord is responsible for cutting grass, shovelling snow and weeding flower beds and gardens of multi-unit residential complexes and common areas of manufactured home parks

A landlord is responsible for ensuring light bulbs are working when the tenancy begins, a tenant is to replace burned out bulbs as necessary when the tenancy ends.

## **Analysis and Findings**

The burden of proving these claims is with the landlord.

I will allow the claim for carpet cleaning because the tenants' have agreed to this.

I dismiss the landlord's claims for general cleaning and window cleaning because I prefer the evidence of the tenant. I find that the evidence supplied by the landlord, in particular, the photograph of the dusty chandelier indicates that the landlord is attempting to claim for cleaning that goes beyond meeting the reasonable health, cleanliness and sanitary standards that the tenant is obligated to meet.

I will allow the landlord's claim for replacement of light bulbs but I will reduce the cost to \$5.00 for each bulb for a total of \$25.00. In this issue I again prefer the evidence of the tenant that the replaced bulbs were standard bulbs not the expensive eco-friendly bulbs now claimed by the landlord.

I dismiss the landlord's claim for \$100.00 for fruit taken from the orchard as I find it is frivolous.

I dismiss the landlord's claim for \$800.00 for an "additional occupant" living in the rental unit. In this I again prefer the evidence of the tenant and find that her mother stayed overnight to look after the tenant's children from time to time and in this she was a guest in the home not an additional resident.

I dismiss both claims for landscapers. The evidence submitted by the landlord shows overgrown shrubbery and I find that the landlord is responsible for trimming shrubbery.

I find that the landlord has failed to produce other evidence that allows me to determine the real cost of these repairs or to find that the tenants should be held responsible for either the broken bathroom door, the broken gate/fence.

Having been mostly unsuccessful in this claim I dismiss the landlords claim for recovery of registered mail fees, photocopying fees and the dispute resolution fee.

### **Conclusion**

I direct that the landlord deduct the sum of \$248.65 from the security deposit and immediately return the sum of \$606.61 representing the balance remaining from the \$850.00 security deposit paid June 1, 2008 and interest from the date paid to the date of this decision.

In the event that the landlord does not return this sum forthwith the tenants have been provided with a formal order enforceable in the Provincial Court of British Columbia.

Dated October 27, 2008.

