



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MND, FF, O

### **Introduction**

This is the Landlords' application for a Monetary Order for damages to the rental unit; and to recover the cost of the filing fee from the Tenants.

The parties gave affirmed testimony at the Hearing.

It was determined that the Landlords mailed the Notice of Hearing documents and copies of their documentary evidence to the Tenants, by registered mail, on December 11, 2010. It was further determined that the Tenants mailed the Landlords copies of their documentary evidence, by registered mail, on March 16, 2011.

### **Issues to be Decided**

- Are the Landlords entitled to a Monetary Order for damage to the rental unit, for the cost of cleaning the rental unit and disposing of the Tenants' garbage?

### **Background and Evidence**

This tenancy began on October 1, 2008. Monthly rent was \$1,250.00, due on the first day of each month. The Tenants paid a security deposit in the amount of \$490.00 at the beginning of the tenancy. The tenancy ended on June 29, 2010.

On November 10, 2010, the Tenants were awarded a monetary Order for double the amount of the security deposit, pursuant to the provisions of Section 38(6) of the Act.

### **The Landlords gave the following testimony:**

The Tenants did not leave the rental unit in a satisfactory state of cleanliness at the end of the tenancy. The carpets were not properly cleaned; the stove was dirty; drapes

were damaged and dirty; the bathroom fixtures were dirty; the faucet in the kitchen was broken; the shower head was broken; furniture and junk was left on the balcony and in storage on the rental property; and the hardwood floors were badly gouged. The rental unit was in new condition when the Tenants moved in and the stove was new. The engineered hardwood floors were 5 years old when the Tenants moved in and had some minor scratches, but not the deep gouges that were there at the end of the tenancy.

The Landlords had to take the discarded furniture and junk to the dump and properly clean the rental unit.

The estimates indicate that the hardwood floors cannot be buffed and touched up because the gouges went below the finish and the factory applied finish and stain cannot be matched, which means the floors have to be refinished. The Landlords provided three estimates for the cost of refinishing the hardwood floors (\$1,926.00, \$1505.00, and \$1,230.00, not including HST).

The Landlords seek the following monetary award:

Landlords' labour to clean the rental unit (17.75 hours @ \$20.00)	\$355.00
Dispose of junk and discarded furniture	\$50.00
Parts and labour to replace broken shower head (1/2 hour @ \$20.00)	\$29.59
Parts and labour to replace broken kitchen faucet (1 hour @ \$20.00)	\$115.18
Cost to replace parking decal	\$30.00
Estimated cost to refinish hardwood floors (middle estimate)	<u>\$1,505.00</u>
Total claimed	\$2,212.72

The Tenant gave the following testimony:

The Tenant hired a cleaner that was recommended by the building owners to clean the rental unit at the end of the tenancy and paid the cleaner \$120.00. The Tenant thought the rental unit looked pretty good, but the Landlords wanted more work done. The

Tenant told the Landlord he would have the cleaners go back, but the Landlord said they would just be in the way. The Tenant could not go back and do more cleaning himself because he was working.

The Tenant submitted that there was no move-in condition inspection report or move-out condition inspection done with both parties present.

The Tenant agreed that they had forgotten some plastic patio furniture on the balcony. He stated that the gouges on the floor must have been made when he was moving furniture out of the rental unit.

### **Analysis**

The Tenant stated that there was no move-in or move-out condition inspection report done by both of the parties. If a landlord does not provide a tenant with two opportunities to be present for an inspection, the landlord forfeits his right to claim against a security deposit but the landlord still retains a right to claim for compensation under Section 67 of the Act. Section 67 of the Act states:

#### **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 37(2)(a) of the Act requires a tenant to “leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear”. The Tenant stated that the hardwood floor was probably gouged when he was moving at the end of the tenancy. This is not reasonable wear and tear. The Landlord testified that he had left felt bottoms for the Tenants to apply to their furniture and that the felt bottoms were left in the rental unit by the Tenants, unused. I find that the Tenants neglected to take care when

moving their furniture and that the Landlords have suffered damage as a result. The Landlords provided three estimates for the cost of repairing the hardwood floor. They are seeking damages in the middle range of the estimates. The Residential Tenancy Policy Guidelines provide a useful life of 20 years for hardwood floors. The hardwood floors were 5 years old when the Tenants moved in, and the Tenants had lived in the rental unit for 2 years. Therefore, I find that the floors have approximately 2/3 of their life remaining and award the Landlord 2/3 of the cost to repair the floors, for a total of \$1,000.00.

When the tenancy has been in effect for more than a year, generally it is the Tenant's responsibility to clean window coverings. The Tenants did not clean the drapes at the end of the tenancy. The damage depicted in the Landlords' photographs is not great and could be considered normal wear and tear. Therefore, I allow the Landlords' claim for cleaning the drapes in the amount of \$97.95.

The Tenant agreed that he had left some patio furniture at the rental unit. The Landlords have claimed \$50.00 for the removal of junk from the rental property, but did not provide a receipt for the dump fees. Therefore, I allow this portion of the Landlords' claim in the nominal amount of \$20.00.

The Landlords provided a receipt in the amount of \$30.00 for the cost of replacing a parking decal/permit. This portion of the Landlords' claim is allowed.

Tenants are required to leave rental units in "reasonably clean" condition at the end of a tenancy. The photographs provided in evidence indicate that the stove top, oven, exhaust fan and hardwood floors were not left in a reasonably clean condition. The Landlords have very high standards of cleanliness, but the Tenants were not required to leave the rental unit immaculate. Therefore, I allow a portion of the Landlords' claim for cleaning in the amount of \$100.00 (3 hours @\$20.00 per hour).

I decline to allow the Landlords' claim for replacing the shower head and the kitchen tap. The Landlords did not provide sufficient evidence of the age of these items at the beginning of the tenancy, and they may have broken due to normal wear and tear.

The Landlords have been partially successful in their application and are entitled to recover the cost of the \$50.00 filing fee from the Tenants.

The Landlords have established a monetary award as follows:

Landlords' labour to clean the rental unit to a reasonably clean standard (3 hours @ \$20.00)	\$60.00
Dispose of junk and discarded furniture	\$20.00
Cost to replace parking permit	\$30.00
Damage to hardwood floors	\$1,000.00
Recovery of filing fee	<u>\$50.00</u>
Total monetary award	\$1,257.95

### **Conclusion**

I hereby grant the Landlords a Monetary Order in the amount of \$1,257.95 for service upon the Tenants. This Order may be filed in the Provincial Court of British Columbia (Small Claims) 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 Residential Tenancy Act.

Dated: April 27, 2011.

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Residential Tenancy Branch