



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This matter dealt with an application by the Landlord for compensation for cleaning and repair expenses and to recover the filing fee for this proceeding.

The Landlord's agent said she served the Tenant with the Application and Notice of Hearing (the "hearing package") on December 8, 2011 via registered mail to a forwarding address provided by the Tenant. The Landlord's agent said she confirmed with the Tenant's current landlord on the date of the hearing that the Tenant still resided at this address. Section 90 of the Act says that a document delivered by mail is deemed to be received by the recipient 5 days later. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

1. Is the Landlord entitled to be compensated for cleaning and repair expenses and if so, how much?

Background and Evidence

This tenancy started on May 1, 2008 and ended on November 29, 2010 when the Tenant moved out. The parties completed a condition inspection report at the beginning of the tenancy. The Landlord's agent said the Tenant was given a letter on November 3, 2010 proposing 2 different dates and times for a move out inspection however on November 29, 2010 she vacated the rental unit and put the keys to the rental unit through the resident manager's mail slot. Consequently, another agent for the Landlord completed a move out condition inspection on November 29, 2010 without the Tenant and took photographs of the rental unit.

The Landlord's agent said the rental unit was not reasonably clean at the end of the tenancy and an additional 6 hours of labour was required to clean it. The move out condition inspection report shows that the floors, walls and fixtures in each room required cleaning. Consequently, the Landlord sought to recover cleaning expenses of \$100.00.

The Landlord's agent said some flooring in the rental unit was damaged during the tenancy and as a result the Landlord incurred expenses of \$448.00 to repair it. In particular, the Landlord's agent said there was a rip in the linoleum flooring in the living room, the rubber baseboards had paint on them and had to be replaced, there was a hole in the carpet in a bedroom doorway that had to be repaired and a section of carpet on the stairs had to be replaced because there was chewing gum embedded in it that could not be removed.

The Landlord's agent said the Landlord also incurred expenses of \$668.64 to repair and repaint walls in the rental unit. In particular, the Landlord's agent said the Tenant painted a bedroom a violet colour and a wall in the living room a brown colour without the Landlord's consent and these had to be primed and re-painted (at a cost of \$273.50 plus HST per room). The Landlord's agent said there was a large hole behind a door when a door knob had apparently gone through that had to be repaired (at a cost of \$50.00 plus HST).

The Landlord's agent said the Landlord further incurred expenses of \$146.42 to replace a bent shower rod, damaged cover plates and floor registers as well as to repair bent curtain rods and re-install curtain rods that had been removed by the Tenant. The Landlord's agent said the Tenant was given a letter on June 1, 2011 setting out all of these charges.

Analysis

Section 37 of the Act says that at the end of a tenancy, a Tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. RTB Policy Guideline #1 defines "reasonable wear and tear" as natural deterioration that occurs due to aging and other natural forces, where the Tenant has used the premises in a reasonable fashion."

In the absence of any evidence from the Tenant to the contrary, I find that the Tenant did not leave the rental unit reasonably clean at the end of the tenancy and that as a result the Landlord incurred general cleaning expenses of **\$100.00**.

RTB Policy Guideline #1 (Responsibility for Damages) says at p. 2 that "any changes to a rental unit not explicitly consented to by the landlord must be returned to the original condition." I find that the Tenant did not have the Landlord's consent to re-paint some walls in the rental unit a dark colour and therefore must compensate the Landlord for its expenses to return the walls to their original condition. I also find that the damage to the wall from a door knob was the result of an act or neglect of the Tenant and therefore she must also compensate the Landlord for the cost to repair it. Consequently, I find that the Landlord is entitled to wall repair expenses of **\$668.64**.

In the absence of any evidence from the Tenant to the contrary, I find that the damages to the linoleum, carpeted floors and baseboards was the result of an act or neglect of the Tenant rather than reasonable wear and tear. Consequently, I find that the Tenant must compensate the Landlord for its expenses of **\$448.00** to repair those items.

Lastly, based on the move out condition inspection report and the Landlord's photographic evidence, I find that there were damages to a shower curtain rod as well as some curtain rods, electrical outlet and light switch covers and heat registers. Consequently, I find that the Tenant must compensate the Landlord for its expenses of **\$146.42** to replace those items. As the Landlord has been successful in this matter, it is also entitled pursuant to s. 72(1) of the act to recover from the Tenant the **\$50.00** filing fee for this proceeding.

Conclusion

A Monetary Order in the amount of **\$1,413.06** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: February 15, 2012.

Residential Tenancy Branch