



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, 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.

Issue(s) to be Decided

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

Background and Evidence

This tenancy started on January 30, 1990 and ended on August 30, 2010 when the Tenant moved out. The Parties completed a condition inspection report at the beginning of the tenancy and at the end of the tenancy the Landlord's agent completed the report in the Tenant's absence.

The Landlord's agent said it is the Landlord's policy to make annual inspections of its rental properties and where damages (other than reasonable wear and tear) are noted, the tenants are given the option of having the damages repaired by a person of their choosing or to have the Landlord make the repairs which are then charged back to the tenant. The Landlord's agent said an annual inspection was conducted on February 14, 2010 and at that time one of the bedroom doors was found to have damage from being kicked in, the frame had holes drilled in it for a chin up bar and an unauthorized lock had been installed. Consequently, the Landlord said it incurred expenses of \$134.93 for parts and labour to repair these damages. The Tenant did not dispute these damages.

At the end of the tenancy, the Landlord's agent said the Landlord's caretaker found that the Tenant had installed shelves in a number of rooms without the Landlord's consent. In addition, a laundry room bi-fold closet door was damaged. The Landlord's agent said the Landlord incurred expenses of \$97.45 to repair these items as well as \$101.92 to repair large holes in the drywall. The Landlord's agent admitted that it appeared from the work order that the Tenant may have been erroneously charged twice to replace a

bedroom door knob passage set. The Tenant argued that an agent for the Landlord saw the shelving during an inspection and did not tell her to remove it so she believed she had the Landlord's permission and should not be responsible for the cost to remove them. The Tenant also claimed that some of the walls (especially near the bathroom) were "soft" due to moisture and mildew and therefore were prone to damage.

The Landlord's agent said the Landlord also incurred carpet cleaning expenses of \$201.60 and general cleaning expenses of \$180.00 at the end of the tenancy. The Tenant admitted that the carpets were replaced during the tenancy (although she was not sure when) and that she did not clean them at the end of the tenancy. The Tenant said she was rushed to move out and therefore did not have an opportunity to clean everything. The Tenant argued that there was ongoing mildew problems around windows during the tenancy for which she should not be responsible. The Landlord's agent said if there were mould or mildew issues, the Tenant was responsible for bringing them to the Landlord's attention but did not do so.

The Parties agree that the Tenant has already made payments totalling \$160.00 toward the Landlord's "charge backs."

Analysis

Section 32 of the Act says that a Tenant is responsible for damages caused by his act or neglect but is not responsible 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."

Given that the Tenant did not dispute that she was responsible for repairing the damages to a bedroom door discovered during the annual inspection on February 14, 2010, I find that the Landlord is entitled to recover its reasonable repair expenses of \$134.93.

With respect to the Landlord's second work order for repairs made at the end of the tenancy, I find that there is insufficient evidence that the damage to a laundry room bi-fold door was the result of an act or neglect of the Tenant as opposed to reasonable wear and tear over her 20 year tenancy. Furthermore, the Tenant denied that the bedroom door had to be replaced twice or that a door lock set had to be replaced twice and therefore, I find that there is insufficient evidence to charge the Tenant twice for this repair. However, RTB Policy Guideline #1 (Responsibility for Residential Premises) says at p. 2 that "any changes to the 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 explicit consent to install shelving in the rental unit and therefore I find that she is responsible for the cost to remove them. As a result, I find that the Landlord is entitled to recover \$60.00 for removing the shelving units only (rather than the \$97.43 charged back to the Tenant).

I also find that the Landlord is entitled to recover its expenses of \$101.92 for wall repairs. Based on the photographs of the Landlord, I find that the holes in the walls are not the result of reasonable wear and tear but rather from an act or neglect of the Tenant or other occupant. While there is some evidence of mildew in some of the Landlord's photographs, it does not appear near the damaged wall areas referred to by the Landlords. Consequently, I cannot conclude that there was water damage that may have contributed to the wall damage as the Tenant alleged.

As the Tenant admitted that she did not clean the carpets at the end of the tenancy, I find that the Landlord is entitled to recover carpet cleaning expenses of \$201.60. The Tenant also admitted that she did not have time to thoroughly clean the rental unit before she had to vacate however she argued that she should not be responsible for having to clean mildew which was a problem throughout the tenancy. The Landlord's agent said that the Tenant never made a complaint about mildew during the tenancy or else the Landlord would have addressed it. RTB Policy Guideline #1 at p. 2 says that during and at the end of a tenancy, a Tenant is responsible for cleaning window tracks including any mould that may have accumulated. In any event, it appears the Tenant was not charged for this by the Landlord likely because the rental unit had to be repainted.

However, I find that the work order in support of the Landlord's claim for general cleaning expenses is unreliable given that the tenancy ended on August 30, 2010 and the work order alleges that the cleaning was done 6 – 7 months later in February and March 2011. Consequently, I award the Landlord compensation for 5 hours of cleaning at \$20.00 per hour or \$100.00. In summary, I find that the Landlord is entitled to a monetary award for the following:

Bedroom door repair:	\$134.93
Shelving removal:	\$60.00
Wall repairs:	\$101.92
Carpet cleaning:	\$201.60
General cleaning:	<u>\$100.00</u>
Subtotal:	\$598.45
Less: Payments to date:	<u>(\$160.00)</u>
Total:	\$438.45

As the Landlord has been successful in this matter, it is 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 **\$488.45** 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: May 22, 2012.

Residential Tenancy Branch