



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$277.51, a request for recovery of the \$50.00 filing fee, and a request to retain a portion of the security/pet deposit towards the claim.

Background and Evidence

The applicant testified that:

- Originally he had been claiming \$67.51 for outstanding utilities, however he has subsequently verified that that utility bill has been paid and therefore he is withdrawing that portion of the claim.
- He is claiming however two hours of cleaning at \$30.00 per hour, because the rental unit was left in need of further cleaning. He has provided photos of the refrigerator, the stove, and the dishwasher as evidence of the need of further cleaning.
- When the tenant vacated there was a large chip in the baseboards and as a result those baseboards had to be repaired. Originally he had been claiming \$150.00 for the cost to repair the baseboards, however that was just an estimate and the actual costs turned out to be \$113.33.

The applicant is therefore requesting a monetary order as follows:

2 hours of cleaning X \$30.00 per hour	\$60.00
Repair damaged baseboards	\$113.33
Filing fee	\$50.00
Total	\$223.33

The respondent testified that:

- She did extensive cleaning before vacating the rental unit and although there was some cleaning still required to the stove and the exterior of the refrigerator, she does not believe that two hours of cleaning was required.
- The baseboards were damaged when she moved into the rental unit and in fact for a long time she kept the chipped piece so that it could be replaced, however she no longer has that chipped piece.
- She also believes that some damages can be expected due to normal wear and tear.

Analysis

Cleaning

Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenant failed to meet the "reasonable" standard of cleanliness required.

I therefore deny the request for cleaning charges.

Baseboard damages

At the beginning of the tenancy there was no mention of any damages to the baseboards, and it's obvious from the photo evidence that there is a large chip out of the baseboards at the end of the tenancy and therefore it is my finding that the tenant is liable for the cost of repairing that damage.

The tenant claims that the chip was there when she moved into the rental unit; however she participated in the move in inspection and should have indicated that on the inspection report had it existed at the time of move in.

It is also my finding that the damage to the baseboards exceeds normal wear and tear.

I therefore allow the landlords request for an order for the cost of those repairs, in the amount of \$113.33.

I also order recovery of the \$50.00 filing fee

Conclusion

I have allowed \$163.33 of the landlords claim, and I therefore order that the landlord may retain \$163.33 of the tenant's \$875.00 security/pet deposit and have issued an order for the landlord to re-turn the remaining \$711.67.

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: October 24, 2012.

Residential Tenancy Branch