



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. The landlord was represented at the hearing by 2 agents (the “Agents”) and both tenants appeared personally at the hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The parties agreed that the tenancy began on or about September 2, 2007 and ended on or about May 31, 2012. They further agreed that the tenants’ security deposit had been ordered to be returned to them pursuant to a decision from this branch issued on August 30, 2012. I address the landlord’s claims and my findings around each as follows.

1. **Unpaid rent and loss of income.** The landlord seeks to recover \$700.00 in unpaid rent for the month of May and \$700.00 in loss of income for the month of June. The Agents testified that the tenants did not pay rent in the month of May and further testified that the tenants provided no notice that they were vacating the rental unit and left the unit in such poor condition that the landlord was unable to re-rent the following month. The tenants claimed that at the outset of the tenancy, they paid a security deposit in addition to first and last months’ rent, so they were therefore not obligated to pay rent in the last month of their tenancy. They further testified that on April 30, they personally served the landlord with written notice that they were ending the tenancy effective May 30, 2012. The tenants claimed that other parties witnessed the giving of the notice, but they did not call those parties as witnesses at the hearing.

The tenants provided no evidence to corroborate their claim that they paid first and last months' rent at the outset of the tenancy and in the absence of such evidence, I find on the balance of probabilities that they did not pay rent for May. I award the landlord \$700.00. The tenants claimed to have given the landlord notice to end their tenancy, but they did not enter a copy of that notice into evidence, nor did they call the witnesses who they claimed were present when the notice was given. I find that there is insufficient evidence to prove that notice was given and accordingly I find that the tenants failed to give one full month's notice that they were vacating the rental unit as is required by the Act. I find that the landlord could not advertise the unit for rent as he did not know when the tenants would be vacating the rental unit. I find that as a result of the tenants' failure to give the landlord proper notice to end their tenancy, the landlord suffered a loss of one month's income. I award the landlord \$700.00 in lost income for the month of June for a total award of \$1,400.00 under this claim.

2. **Carpet replacement.** The landlord seeks to recover \$871.65 as the cost of replacing the carpet in the rental unit and a further \$97.50 as the labour costs involved with removing and dumping the old carpet. The landlord provided an invoice showing the cost of the new carpet and the Agents testified that they performed the labour to remove and dump the old carpet. The Agents testified that the carpet was installed shortly before the tenancy began and that at the end of the tenancy, it had a significant foul odour as well as dirt and dog hair. They testified that the underlay was badly stained and had to be replaced. The tenants testified that the carpet smelled badly because of floods which occurred on 3 occasions during their 5 year tenancy. They testified that they had complained to the landlord and that he had refused to have the carpets cleaned. The Agents testified that they had no knowledge of flooding having occurred in the unit.

Because the tenants have offered a reasonable explanation of the foul odour in the carpet and the Agents were not able to confirm or refute the tenants' testimony as they had no knowledge of what took place during the tenancy, I find that the landlord has failed to prove on the balance of probabilities that the carpet had to be replaced as a result of the actions of the tenants. Accordingly I dismiss the claim.

3. **Sink replacement.** The landlord seeks to recover \$65.00 as the labour costs involved with replacing the sink in the bathroom. The Agents testified that the bathroom sink was installed new during the tenancy but that it was chipped at the end of the tenancy. The tenants claimed that the landlord chipped the sink when he was working on it. The landlord's video evidence did not show the sink so it is impossible to assess the amount of damage caused. Also, although the landlord

claimed to have replaced the sink, an invoice from the vendor was not supplied. I find that the landlord has not proven on the balance of probabilities that the sink required replacement. I therefore dismiss the claim.

2. **Kitchen cleaning.** The landlord seeks to recover \$195.00 as the cost of labour to clean appliances, tiles and the floor of the kitchen. The landlord provided photographs and the Agents testified that they spent in excess of 6 hours cleaning the kitchen and stated that no cleaning whatsoever had been done and that the area in and around the stove was particularly greasy. The landlord seeks compensation for 6 hours of work at a rate of \$32.50 per hour. The landlord provided showing the condition of the kitchen. The tenants testified that they cleaned the kitchen at the end of the tenancy and claimed that because the landlord had installed the kitchen hood fan backwards, it did not extract grease as it was intended to do.

The photographs of the kitchen clearly show that the stove and oven were not cleaned and that the stovetop, hood fan and walls around the stove were heavily spattered with grease. Other photographs show that little or no cleaning appears to have been done. I do not accept the tenants' argument that a poorly installed hood fan failed to extract grease as those fans are not designed to extract grease or prevent it from spattering on the stove or walls, but simply to extract smoke, steam and fumes. The grease filter in the hood fan exists solely to address vaporized grease that is extracted with steam and is not designed to catch any grease spatter that may result from cooking. Regardless of how the fan was installed, the tenants had an obligation to leave the kitchen in a reasonably clean condition and I find that they failed to do so. Because the Agents charge what is approaching professional rates, I am not persuaded that the landlord is entitled to recover 6 hours of cleaning at an hourly rate of \$32.50 as I find it likely that professionals would have been able to clean the unit in less time than 6 hours. I find it appropriate to reduce the hourly rate to \$25.00 per hour and I award the landlord \$150.00 for kitchen cleaning which represents 6 hours of cleaning at the reduced rate.

4. **Kitchen cabinet refinishing.** The landlord seeks to recover \$390.00 as the cost of refinishing the kitchen cabinets at the end of the tenancy. The Agents testified that the cabinets were installed in the late 90's and that at the end of the tenancy, the finish was gone. The Agents testified that they spent 12 hours refinishing the cabinets. The tenants testified that the cabinets were in the same condition at the end of the tenancy as they were at the beginning.

Policy Guideline #40 lists the useful life of building elements and identifies 25 years as the useful life of cabinets. It does not address finish. As the cabinets were

approximately 15 years old at the end of the tenancy and as one would expect that cabinets would require refinishing at some point during their life, I find it more likely than not that the finish wore off as a result of reasonable wear and tear. Accordingly, I dismiss this claim.

3. **Wall cleaning.** The landlord seeks to recover \$195.00 as the cost of labour to wash walls with Tri-sodium Phosphate (TSP). The Agents testified that they spent 6 hours washing all walls with TSP because the walls were not clean. The tenants claimed that they cleaned the walls along with the rental unit. However, the video evidence shows that the tenants did not clean the rental unit. Again, I find it appropriate to reduce the hourly cleaning rate to \$25.00. I award the landlord \$150.00 for kitchen cleaning which represents 6 hours of cleaning at the reduced rate.
4. **Tile floor cleaning and re-grouting.** The landlord seeks to recover \$130.00 as the cost of labour to clean the tile floors. The Agents testified that they spent 4 hours cleaning the floors. The tenants testified that they cleaned the floors when they vacated the unit and theorized that the landlord wore rubber soled shoes when doing the inspection, which caused marks to be left on the floor.

Having viewed the video evidence, it is apparent that the floors required some cleaning. However, the videotape does not show that an extensive amount of cleaning was required and I am therefore not persuaded that 4 hours of cleaning was required to bring the unit to a reasonably clean condition. I award the landlord \$20.00 which represents one hour of cleaning as I find that this will adequately compensate him for the additional cleaning required.

5. **Filing fee.** The landlord seeks to recover the \$50.00 filing fee paid to bring this application. As the landlord has enjoyed only partial success, I find it appropriate to award him one half of the filing fee and accordingly I award him \$25.00.

Conclusion

The landlord has been successful in the following claims:

Unpaid rent and loss of income	\$1,400.00
Wall cleaning	\$ 150.00
Tile floor cleaning and re-grouting	\$ 20.00
Filing fee	\$ 25.00
Total:	\$1,745.00

The landlord is awarded a total of \$1,745.00 and I grant him a monetary order under section 67 for this sum. The parties are encouraged to set off this award against the \$656.09 award granted to the tenants in the August 30, 2012 decision, which would leave a balance of \$1,088.91 payable by the tenants to the landlord.

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: December 06, 2012

Residential Tenancy Branch