



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This hearing dealt with the landlords' application for a Monetary Order for compensation for damage and cleaning. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Issue(s) to be Decided

Have the landlords established an entitlement to compensation for damage and cleaning in the amount claimed?

Background and Evidence

The tenancy commenced March 1, 2011 and ended July 22, 2012. The landlords have already been authorized to retain the tenants' security deposit in partial satisfaction of unpaid rent. This Application for Dispute Resolution relates to the landlords' claim for cleaning and repair of damage.

A condition inspection report was prepared at the beginning and end of the tenancy. The tenant agreed with the landlord's assessment of the condition of the property at the beginning of the tenancy; however, it is uncertain as to whether the tenant agreed with the landlord's assessment of the condition of the rental unit at the end of the tenancy. In the space provided for the tenant to indicate whether he agrees or disagrees with the landlord's assessment of the property at the end of the tenancy there appears to be a check-mark and the tenant's name that is scratched out and initialled by the tenant.

Below, I have summarized the landlord's claims for compensation and the tenant's responses.

Cleaning

The landlord submitted that the tenants made no effort to clean the rental unit and it was left in a very filthy condition. The rental unit is a three bedroom unit approximately 1,500 square feet in area. The landlord submitted that she spent 43 hours cleaning the rental unit including the floors and walls, with the bathroom and oven being particularly dirty. This time also includes time spent packing and disposing of the tenants' abandoned property and garbage. At the \$20.00 per hour the landlords seek recover of \$860.00.

The tenant acknowledged that additional cleaning was required and that some possessions had been abandoned by them. The tenant explained that the landlord had instructed the tenants to vacate the rental unit by July 22 in angry text messages, even though the landlord had not served them with a Notice to End Tenancy. Although the tenants were able to secure a new home on July 15, 2012 there was little time left to clean the rental unit by July 22, 2012 because the male tenant was busy working and the female tenant did not drive and was looking after her baby. The tenant submitted that the landlords' request for \$860.00 is excessive and submitted that 15 hours is more reasonable.

Painting and repairs

The landlord submitted that repainting was required as some of the walls were caked in food and in cleaning the walls the paint was removed. There was also a red stain on the living room wall. In addition, the tenants had placed stickers on the walls and when those were removed some of the drywall was removed as well. The unit was last painted in August 2010 when the unit was renovated.

The landlord also submitted that the tenants took three sets of bi-fold doors off: in the bedroom and two in the hall. The landlord also submitted that the tenants left holes in a door. One set of doors was able to be repaired and the landlord bought replacement bi-folds for the other two.

Finally, the landlord submitted that she had to scrub the grout in the bathroom so hard that some of it came out, causing the landlord to have to re-grout the bathroom floor. I heard that the grout was a light beige colour at the beginning of the tenancy and was much darker at the end of the tenancy.

The landlords requested compensation of \$262.55 for materials for paint supplies; bi-fold doors; grout and sealant. The landlords requested compensation for 9 hours of labour at \$20.00 per hour.

The tenant acknowledged that the walls were stained and stickers had been placed on some of the walls.

The tenant acknowledged that the two hallway bi-fold doors were removed as the doors came off when her husband used them normally, however, the tenant denied the bedroom bi-fold doors were removed or damaged. The tenant submitted that the holes in the door were pre-existing.

The tenant disagreed with paying for new grout in the bathroom.

Analysis

At the end of a tenancy the tenant is required to leave the rental unit reasonably clean and the tenant is to required to repair any damaged for which they are responsible. If a tenant does not repair damage they cause, the landlord may claim compensation to make the repair. Normal wear and tear is not considered damage.

Upon consideration of everything presented to me I provide the following findings and reasons with respect to the landlords' claims for compensation for cleaning and damage.

Cleaning

I accept the undisputed testimony and the photographic evidence that additional cleaning was required in order to bring the rental unit up to a reasonably clean condition. Having heard the tenants secured a new home July 5, 2012 I find the tenants had one week to clean the unit and I find they did not make sufficient effort to find the time to do it themselves, enlist the assistance of friends, or hire cleaners. I hold the tenants responsible for cleaning the unit; however, 43 hours to clean a 1,500 square foot unit is considerable. I find the limited photographs and the move-out condition inspection report that does not clearly convey the tenant's agreement with the landlord's assessment of the property insufficient to support the landlords claim that 43 hours were required to clean the unit. I find a reasonable award to be 20 hours, plus an additional 5 hours to pack and dispose of the tenant's garbage and abandoned property. Therefore, I award the landlord \$500.00 [25 hours x \$20/hr] for cleaning and garbage disposal.

Painting and repairs

I accept the undisputed testimony that some wall repairs and repainting were required to remedy the stains and removal of stickers on the walls.

I make no award for replacement bi-fold doors as I am not satisfied by the evidence that the tenants are responsible for damaging two of them beyond repair. I note that on the move-in inspection report the entry closet door is noted as being damaged. Further, the landlord makes no note of damage to the bedroom closet door on the move-out inspection report.

I make no award for grout and sealant as I am not satisfied the tenants are responsible for damaged grout. If cleaning grout caused it to come loose then I find the grout was damaged due to normal wear and tear or was inadequately installed or inadequately sealed prior to the tenancy.

Considering all of the above, and taking into account interior walls usually require repainting every four years, I award the landlord one-half of the costs of the painting supplies and one-half of the hours claimed for labour.

Therefore, the landlords' award for materials and labour is \$113.02 $[(\$46.03 \times 50\%) + (4.5 \text{ hours} \times \$20/\text{hr})]$.

Monetary Order

Given the landlords' partial success in this application, I award the landlords one-half of the filing fee paid for their application.

In light of the above awards, I provide the landlords with a Monetary Order for the amount calculated as follows:

Cleaning and garbage disposal	\$ 500.00
Painting	113.02
Filing fee (one-half)	<u>25.00</u>
Monetary Order	\$ 638.02

To enforce the Monetary Order it must be served upon the tenants and it may be filed in Provincial court to enforce as an order of the court.

Conclusion

The landlords have been provided a Monetary Order in the amount of \$638.02 to serve upon the tenants and enforce as necessary.

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 17, 2013

Residential Tenancy Branch

