



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND, MNSD, FF
MNSD, FF

Introduction

This hearing concerns 2 applications: i) by the landlords for a monetary order as compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee; and ii) by the tenants for return of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, tenancy began on September 1, 2009. The tenants comprised 2 adults, 3 children and 1 dog. Monthly rent is due and payable in advance on the first day of each month. Rent was \$1,600.00 at the start of tenancy and increased to \$1,650.00 by the time tenancy ended nearly 4 years later. A security deposit of \$800.00 was collected. No pet damage deposit was collected. A move-in condition inspection was undertaken with the participation of both parties at the start of tenancy, and a "List of discrepancies" was initialled by both parties. Information from the "List of discrepancies" was later transferred onto the template move-in condition inspection report which can be found on the Branch website, and a copy of the report was submitted in evidence.

Tenancy ended on June 30, 2013, and a move-out condition inspection report was completed with the participation of both parties on July 2, 2013. The tenants provided their forwarding address on the move-out condition inspection report. Subsequently, the tenants also informed the landlords of their forwarding address by way of letter dated July 4, 2013.

The landlords filed their application for dispute resolution on July 15, 2013 and amended it on July 17, 2013. The tenants filed their application for dispute resolution on August 21, 2013. New renters took possession of the unit effective September 1, 2013.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the testimony of the parties and the documentary evidence, which includes but is not limited to, photographs, third party letters, estimates and receipts, the various aspects of the respective applications and my findings around each are set out below.

LANDLORDS

\$100.00: *general unit cleaning*

Section 37 of the Act speaks to **Leaving the rental unit at the end of a tenancy**, in part as follows:

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

The landlords testified that the unit was made available at a “professional” level of cleanliness at the start of tenancy. The tenants testified that they undertook to clean the unit at the end of tenancy and that it was left “reasonably clean.” The tenants also testified that they felt greater attention to detail was given by the landlords to completion of the move-out condition inspection report, when compared to how the “List of discrepancies” was completed when tenancy began.

I find on a balance of probabilities that the unit was left in a “reasonably clean” state at the end of tenancy, and this aspect of the application is therefore hereby dismissed.

\$239.61: *paint / supplies*

Residential Tenancy Policy Guideline # 40 speaks to the “Useful Life of Building Elements,” and provides that the useful life of interior paint is 4 years. In view of the

foregoing, and in consideration of the length of the subject tenancy which approximated 4 years, I find that the landlords have failed to establish entitlement to this aspect of the claim, and it is therefore hereby dismissed.

\$570.00: *labour for painting*

Following from the findings set out immediately above, this aspect of the application is hereby dismissed.

\$80.00: *patching / sanding*

I find on a balance of probabilities that the patching and sanding required in the unit reflect a level of wear and tear which is in excess of “reasonable.” Accordingly, I find that the landlords have established entitlement to the full amount claimed.

\$103.62: *wood floor repairs*

The wood floor was installed sometime in 2006, and therefore sustained a certain amount of wear and tear before the subject tenancy began in September 2009. As noted earlier, the subject tenancy spanned a period of nearly 4 years.

Section 37, as previously referenced above, provides in part that when a tenant vacates a unit, the tenant must leave the unit “undamaged except for reasonable wear and tear.” I find on a balance of probabilities that repairs required of the wood floor were the result of reasonable wear and tear over a period of several years, some of which fell outside the time when this tenancy was in effect. Accordingly, this aspect of the application is hereby dismissed.

\$194.25: *carpet cleaning*

While the tenants testified that they cleaned the carpets and planned still to have the carpets professionally cleaned, the landlords informed them that they themselves would undertake to have the carpets professionally cleaned.

Residential Tenancy Policy Guideline # 1 addresses “Landlord & Tenant – Responsibility for Residential Premises,” and under the heading **CARPETS**, provides in part as follows:

4. The tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, or another occupant, has had pets which were not caged or if he or she smoked.

Following from all of the above, I find that the landlords have established entitlement to the full amount claimed.

\$408.00: estimate of cost for basement / garage repairs / paint

The landlords testified that the amount claimed represents an estimate, and that as the proposed work has not been undertaken, no actual costs have been incurred. I note again that the unit was re-rented following the end of the subject tenancy. In the result, this aspect of the application is hereby dismissed.

\$174.66: about ½ the actual cost of removal & disposal of basement carpet

This carpet was approximately 4 years of age at the time when this tenancy began. Accordingly, at the end of tenancy the carpet was approximately 8 years of age. Residential Tenancy Policy Guideline # 40, previously referenced above, provides that the useful life of carpets is 10 years. I find on a balance of probabilities that the landlords have established entitlement to compensation in the limited amount of **\$50.00**.

Sub-total: \$324.25

I order that the landlords retain **\$324.25** from the security deposit of **\$800.00**. I order the landlords to repay the balance of the security deposit to the tenants in the amount of **\$475.75** (\$800.00 - \$324.25), and I grant the tenants a monetary order to that effect.

TENANTS

\$800.00: return of security deposit

The disposition of the security deposit has been decided above.

The respective applications to recover the filing fee are both hereby dismissed.

Conclusion

The landlords are hereby ordered to retain **\$324.25** from the tenants' security deposit.

The landlords are ordered to repay **\$475.75** to the tenants, and pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants for that amount.

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: November 7, 2013

Residential Tenancy Branch

