



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      MND, MNDC, MNSD, FF

### **Introduction:**

The landlord has applied for resolution of a dispute in the tenancy at the above noted address, and requests a Monetary Order and an order to retain the security deposit.

### **Issues to be decided:**

I am asked to determine whether the tenant is liable for the repair costs, damages and losses of the landlord following the ending of this tenancy. If so, I am asked to order that the landlord retain the security deposit in partial satisfaction of such award.

### **Background and Evidence:**

This tenancy began September 11, 2011, and ended September 30, 2013. A security deposit was paid at the start of the tenancy, in the amount of \$800.00. Monthly rent was \$1,600.00, payable on the first day of each month.

The landlord contends:

1. The tenants left the premises insufficiently clean, and did not have the carpets professionally steam cleaned, as agreed to in their tenancy agreement. As a result, the landlord incurred a cost of \$200.00 for cleaning and carpet cleaning.
2. The tenants failed to rectify a problem with a blocked toilet, which subsequently overflowed, resulting in damage to the unit below. The landlord was required to pay the cost of the damage to the lower unit of \$525.00, and the service charge to determine cause of the leakage of \$181.65.
3. The landlord replaced two doors that had been damaged by the tenants. The tenant had patched the large holes in these doors, but the patching was insufficient and the damaged areas remained visible.
4. The tenant left the walls in a dirty and damaged condition, and the landlord paid \$500.00 to have the walls cleaned, repaired and repainted, work that took 10 hours.
5. The cleaning and repair work to the premises took 10 days, and the premises were not in a rentable condition during that time.

The tenant contends:

1. The tenants left the premises sufficiently cleaned, but the carpets were not professionally steam cleaned.

2. The tenants do not know how the toilet became blocked. The tenants tried to unsuccessfully to clear the toilet with chemicals, then left the toilet plugged for 10 days. Somehow the toilet overflowed after 10 days, resulting in damage to the lower unit. The landlord should have repaired the problem to the toilet, and the tenants should not be held liable.
3. The holes in the two doors were sufficiently patched by the tenant, and there was no need to replace them.
4. The premises, including the walls were left in a reasonably clean condition, and the tenants should not be held liable for ordinary wear and tear, or be responsible to restore the premises to a perfect condition.
5. The premises could have been rented out immediately after the tenants left.

**Analysis:**

For any tenancy tenants must maintain "ordinary health, cleanliness and sanitary standards" throughout the premises and property. Tenants are generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. Tenants are also generally required to pay for repairs where damages are caused, either deliberately or as a result of negligence, by the tenants or their guests, or their pets. Tenants are also held to the terms of their tenancy agreements, providing those terms are enforceable.

Based upon the testimony and the evidence before me, the various components of the claim have been decided as follows:

1. Carpets – I accept that the tenants failed to professionally steam clean the carpets, as agreed to in their tenancy agreement. It may be that other areas of the premises were not cleaned to the landlord's satisfaction, but upon review of the various photographs and other evidence, I find the landlord has failed to prove, on a balance of probabilities, that the rest of the premises were insufficiently cleaned to a level of ordinary health, cleanliness and sanitary standards. The carpet cleaning costs were \$50.00, and this sum is awarded to the landlord, while the claim for general cleaning is dismissed..
2. Toilet – There is no evidence before me of any structural fault of the plumbing in the unit, or any defect to the toilet itself. I therefore must conclude that the blockage of the toilet was due to the tenants or their guests. When the tenants were unable to rectify the blockage on their own, they should have taken immediate steps, including turning off the water supply to the toilet (so that no overflowing could occur), and arranging for a plumber or qualified worker to unblock the toilet. They did not do so. The tenant has not established any negligence or fault of the landlord regarding the toilet issue, and the cost of repairs to the lower unit, and the cost of the service charge to determine the cause of the leakage must be paid by the tenants. These costs are \$525.00 and \$181.65, respectively.
3. Doors - The evidence before me, including photographs, satisfies me that the holes to the doors were caused by the tenants, and were inadequately repaired and required replacement. The sum of \$350.00 for two interior doors, however,

seems excessive and the submitted invoice fails to identify the actual costs of the doors, or the amount of work involved in replacing the doors. The tenant consents in his written submissions to pay 50% of the subject costs, and I therefore award the sum of \$175.00 to the landlord.

4. Walls - The landlord's photographs identify only minor damage to the walls, and I note that the premises were about 4 ½ years old following the tenancy, suggestive that the walls were due for new paint in any event, or the basis of ordinary wear and tear. I further find excessive the claim for an hourly rate of \$50.00 for this work. I therefore award the nominal sum of \$50.00, for the minor damage to the walls attributable to the tenants.
5. Unrentable condition – The carpet cleaning, hanging of new doors, and minor wall repair, for which the tenants are liable, should have taken no more than 2 days to repair. I therefore award loss of rent for 2 days, in the sum of \$103.23.
6. Filing fee- The landlord is awarded recovery of the filing fee of \$50.00.

The total sum awarded is \$1,134.88. The landlord has applied for an order to retain the \$800.00 security deposit. As this sum is less than the award made, retention is appropriate.

**Conclusion:**

I order pursuant to section 38(1) that the full amount of the \$800.00 security deposit be retained by the landlord, in partial satisfaction of the monetary award noted above.

I further order that the remaining balance of the award due to the landlords, equalling \$334.88, be paid immediately 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: February 05, 2014

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Residential Tenancy Branch