



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROWAN PROPERTY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

Decision

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for reimbursement for cleaning costs, replacement cost of a damaged ladder and yard maintenance costs and to retain the tenant's security deposit in partial satisfaction of the claim.

Despite being served by registered mail sent on March 14, 2014, the respondent did not appear.

Issue(s) to be Decided

Is the landlord is entitled to monetary compensation for cleaning, damage and yard maintenance?

Background and Evidence

The tenancy began on July 1, 2013 and rent was \$1,375.00 per month. A security deposit of \$687.50 was paid.

A copy of the tenancy agreement, copies of invoices, copies of the move-in and move-out condition inspection reports photos and copies of communications were submitted into evidence.

The landlord testified that the tenant moved out on March 2, 2014 and vacated without leaving the unit reasonably clean. The landlord testified that the landlord incurred costs including

- \$240.00 for 6 hours "*For clean up of property and decks*" at \$40.00 per hour,
- \$60.00 for 2 hours at \$30.00/hr. cleaning credit to new tenants on May 1, 2014,
- \$490.70 yard maintenance charges including hauling garbage and scrap metal,
- \$235.19 for purchase of a replacement ladder, and
- \$50.00 cost of the application.

The move-out condition inspection report indicated that several areas were not cleaned by the tenant. The tenant had indicated on the report that she did not agree with the inspection report notations. The report also makes reference to additional information stating “*SEE SUMMARY*” in several areas of the last page. However, the page of the report that contained this summary was not included in the evidence.

The landlord’s photos of the interior show close-ups views of several areas inside the house found not to be reasonably clean by the landlord. These include, inside the dryer vent, inside the washing machine door, inside a drawer, small particles in the bathroom sink, light fixtures, a closet floor and an area between the dryer and the wall.

The landlord’s photos of the exterior of the property show photos of some wires, miscellaneous items, a discarded carpet, a broken metal chair and a plastic bin.

Analysis

With respect to the cleaning costs, I find that an applicant’s right to claim damages from the other party is dealt with under section 7 of the Act which states that if a landlord or tenant does not comply with the Act, the regulations or the tenancy agreement, then the non-complying party must compensate the other for damage or loss that results. Section 67 of the Act grants an Arbitrator the authority to determine the amount and to order payment under these circumstances.

In a claim for damage or loss under the Act, the party making the claim bears the burden of proof and the evidence furnished by the applicant must satisfy each component of the test below:

Test For Damage and Loss Claims

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of the actions or neglect of the Respondent in violation of the Act or agreement,
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage, and
4. Proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage.

I find that the landlord is required to prove the value of the damage or loss stemming directly from a violation of the agreement or the Act by the respondent.

I find that section 37(2) of the Act states that, when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

In this instance, the photos show some areas inside of the home were not left in a thoroughly clean state. However, I find that the standard required to meet section 37 of the Act is that a rental unit must be left *reasonably* clean on vacating. I find that the photos submitted by this landlord only show a few deficient areas left by the tenant and therefore the remainder of the home not shown in the pictures was likely left in a clean state. Despite the examples submitted by the landlord, I find the final condition of the rental unit would, on a balance of probabilities, satisfy the “*reasonably clean*” standard imposed by the Act.

With respect to the move-in and move out condition inspection reports, I find that the move out condition inspection report submitted into evidence by the landlord appears to be missing a page, because repeated references are made to an attached “*summary*” on the final page of the report. However, no additional summary was attached nor found in evidence. Moreover, the tenant was not in agreement with the notations on the report. I find that the fact the disputed report as submitted is not complete adversely affects the evidentiary weight of the inspection report.

In regard to the monetary claims for the cleanup of the yard, I find that the landlord's photos do show a few items apparently left on the property by the tenant. However, I find that the \$490.70 invoice to “*clean up yard & haul garbage & scrap metal*”, is exorbitant if these charges relate only to removal of the few items shown in the photos. I find that the invoice from the contractor fails to give a detailed breakdown of what specific tasks and hourly labour costs are represented by the bill.

Given the above, I find that the landlord's claim for \$490.70 for yard maintenance must be dismissed due to insufficient supporting evidence.

In regard to the landlord's claim for the replacement cost of a ladder allegedly damaged by the tenant, I find that awards for damages are intended to be restorative, meaning the award should place the applicant in the same financial position had the damage not occurred. Where an item has a limited useful life, it is necessary to reduce the replacement cost by the depreciation of the original item. To determine the pro-rated value of an item, reference is generally made to *Residential Tenancy Policy Guideline 40*, which provides information about the normal useful life of the items and finishes.

In this instance, the landlord was not able to provide the age of the ladder in question and therefore I find that I do not have sufficient information to determine the pro-rated value of the damaged ladder.

Based on the evidence before me, I find that the landlord's claims seeking monetary compensation for the cleaning, yard maintenance and replacement of the ladder do not successfully meet all elements of the test for damages and loss and therefore I hereby dismiss the landlord's application in its entirety without leave. .

I hereby grant the tenant a monetary order for the return of the tenant's security deposit in the amount of \$687.50. This order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court

Conclusion

The landlord is not successful in the application and the monetary claims were dismissed. The tenant was granted a monetary order for the refund of the tenant's security deposit.

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: June 30, 2014

Residential Tenancy Branch

