



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

The landlords apply for a monetary award for unpaid rent and for cleaning and repair costs.

It was determined at the start of the hearing that the written tenancy agreement is with the respondent Ms. L.G. only. Mr. B.G. did not sign the agreement. Nevertheless, for convenience I shall refer to them as “the tenants” in this decision.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the landlords are entitled to any of the relief claimed?

Background and Evidence

The rental unit is the three bedroom main floor of a duplex. Another portion of the home is a separate rental unit.

The tenancy started in June 2011 for a one year fixed term and then continued on as a month to month tenancy until February 2014. The monthly rent was \$1450.00 due on the first of each month. The landlords received a \$725.00 security deposit. At the end of the tenancy the tenants gave written authorization for the landlords to apply the deposit money toward the rent for the first half of February.

In mid January 2014 the tenants notified the landlords that they would be vacating in mid February. The landlords informed them that the tenants must give a written notice effective for the end of the following month. The tenants failed to pay the February rent on time and the landlords issued a ten day Notice to End Tenancy for non payment of rent.

The tenants vacated on February 16th. The landlords offered three opportunities to attend for a move-out inspection but the tenants declined. Ms. L.G. testified that the formerly friendly relationship between them had soured and meeting for an inspection would have been too uncomfortable.

The landlords claim for unpaid rent for the month of February, less the \$725.00 security deposit the tenants agreed to apply towards the first half of that month.

At hearing the tenant Ms. L.G. claimed that they were forced to leave due to the existence of harmful mould in the home. She says in a text messaged the landlords waived their claim to the balance of February rent in consideration of the assignment of the deposit money.

The landlords claim \$102.11 for professional carpet cleaning. At hearing the tenant Ms. L.G. agreed to this item.

The landlords claim \$200.00 (noted in error as \$300.00 in the landlords' application) for labour to repair an interior wall. At hearing the tenant Ms. L.G. agreed to this item.

There is a separate claim of \$101.16 for paint, though only a part of the submitted invoice is actually for paint. The tenants say they washed the walls, implying that no painting was necessary.

The landlords claim \$117.70 for an outstanding water bill. It was agreed at hearing that this bill had been paid by the tenants after they vacated and the claim was withdrawn.

The landlords claim \$630.00 estimated to be the cost of linoleum replacement in the foyer, arguing that it had been cut and marked during the tenancy. The tenants deny any damage to the foyer floor.

The landlords claim recover of \$320.00 paid for general clearing the home after the tenants left. The tenants say they left the home clean but admitted that the blinds should have been cleaned.

Both parties adduced extensive photographic evidence in an attempt to show the state of the premises when the tenants left.

The landlords seek to recover the cost of film processing.

Analysis

I grant the landlords a monetary award of \$102.11 for the agreed carpet cleaning and \$200.00 as a reasonable cost for the wall repair.

I consider that paint was a necessary item to conduct the repair and I award the landlords the amount of \$50.97 for paint plus tax of \$6.11 for a total of \$57.08.

In regard to general cleaning, it was the landlord Ms. C.L.'s view that the home had been spotless when the tenants moved in and they should have left it in the same condition when they moved out. As a matter of courtesy, she is quite right. As a matter of law however, s. 37(2) of the *Residential Tenancy Act* requires only that a vacating tenant leave the premises "reasonably clean, and undamaged except for reasonable wear and tear" notwithstanding the condition at the start of the tenancy.

After a review of the photographic evidence it is my view that the tenants did leave the premises "reasonably clean" but for the admitted washing of the blinds, cleaning the foyer floor and general sweeping of minor debris. I award the landlords \$125.00 for those cleaning tasks.

The landlords' photos show that the foyer linoleum has been cut in several places, has a minor hole in one location and has suffered some dark marking. The landlords' text messages mention damage and I don't consider that any of those messages absolved the tenants of responsibility for the repair. There is no mention of the marring or damage in the move-in report. I'm satisfied that had the damage existed at that time it would have been noted.

I consider that the damage, particularly the cuts in the linoleum warrants replacement. The \$630.00 estimate appears reasonable. I reduce it by half to \$315.00 however, because the flooring is approximately ten years old and to award the entire replacement cost would put the landlords in a better position than had the damage not occurred.

In regard to the \$725.00 remainder of February rent, the landlords are correct that a tenant's notice can only be effective at the end of the following rental period. In this case that would have been February 28, 2014. However, as the tenant Ms. L.G. pointed out, the landlord Ms. C.L. texted her on February 12 saying she would not pursue the unpaid rent and would just leave it be if the tenants forfeited the "damage deposit." The tenants accordingly provided that forfeiture in writing. At hearing the landlord Ms. C.L. testified that she didn't intend to abandon her right to remainder of

February rent. In my view, the wording she used in the text message indicated that she was offering to abandon that claim and so I dismiss this item of the landlord's claim.

I do not accept the tenants' assertion that they were driven out by the existence of mould. The photographic evidence shows only minor mould or perhaps mildew build up. There is no evidence in the nature of scientific opinion to indicate it is harmful. The evidence does not show that its cause was due to a failure that was the landlords' responsibility or the result of, say, inadequate heat usage or a failure by the tenants to properly vent humidity in the home.

I decline to award film processing costs. Expenses of that kind are in the nature of "costs and disbursements" incurred by a party pursuing the dispute resolution process. My authority to award costs and disbursements is limited to granting applicants recovery of their filing fee, which is do grant in this case.

Conclusion

The landlords are entitled to a monetary award totalling \$799.19 plus the \$50.00 filing fee. There will be a monetary order against the sole lawful tenant Ms. L.G. for the total of \$849.19.

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: September 26, 2014

Residential Tenancy Branch

