



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on April 01, 2007. Monthly rent is due and payable in advance on the first day of each month. When tenancy ended earlier this year the monthly rent was \$1,910.00. A security deposit of \$900.00 was collected at the start of tenancy. A move-in condition inspection report was not completed.

Following notice given by the tenant sometime in April 2014, the tenancy ended on May 31, 2014. A move-out condition inspection report was completed with the participation of both parties on that same date, and the tenant provided his forwarding address on the report. The landlord's application for dispute resolution was filed on June 03, 2014.

Analysis

Based on the documentary evidence and testimony, the various aspects of the landlord's claim and my findings around each are set out below.

\$853.78: repairs to gable, wall, floor and cabinet under sink arising from moisture related to operation of the dishwasher

For the information of the parties, Residential Tenancy Policy Guideline # 40 speaks to the “Useful Life of Building Elements,” and provides that the useful life of a dishwasher is 10 years. The landlord testified that she purchased the unit approximately 11 years ago, and this particular tenancy lasted for approximately 7 years.

Section 32 of the Act addresses **Landlord and tenant obligations to repair and maintain**, in part:

32 (3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

The tenant testified that had he understood there was a serious moisture problem arising from operation of the dishwasher, he would have raised the matter with the landlord. Despite this, the tenant acknowledged that he was aware some time ago of the effects of what appeared to be excessive moisture in areas adjacent to the dishwasher. I find on a balance of probabilities that the tenant failed to exercise due diligence in addressing his observations about the moisture to the landlord prior to the end of tenancy. However, I am not persuaded that the tenant had a clear and informed idea about the nature or extent of the problem. In consideration of all the foregoing, I find that the landlord has established entitlement limited to **\$150.00**.

\$166.28: refrigeration and appliance services (replace drain hose and water line on dishwasher)

Following from reasons set out immediately above, on a balance of probabilities I find there is insufficient evidence that service required to replace parts for the dishwasher was the result of “the actions or neglect of the tenant.” Accordingly, this aspect of the application is hereby dismissed.

\$80.00: (2 hours x \$40.00 per hour) cleaning in the unit

Section 37 of the Act addresses **Leaving the rental unit at the end of a tenancy**, and provides in part:

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...

While a move-out condition inspection report was completed, in the absence of a move-in condition inspection report, there are no documented comparative results in evidence before me.

The move-out condition inspection report documents certain areas where there is dirt (blinds, drawers, and on the floor beneath the shelf in the “utility room,” for example), and the tenant acknowledged that despite his efforts to clean the unit there may have been areas missed. In the result, and bearing in mind the requirement that the rental unit be left “reasonably clean,” I find that the landlord has established entitlement limited to **\$25.00**, which is calculated on the basis of 1 hour x \$25.00 per hour.

\$135.45: *fireplace cleaning*

Further to the statutory provisions set out in section 37 of the Act, as above, Residential Tenancy Policy Guideline # 1 speaks to “Landlord & Tenant – Responsibility for Residential Premises,” and under the heading – FIREPLACE, CHIMNEY, VENTS AND FANS, provides in part as follows:

The tenant is responsible for cleaning the fireplace at the end of the tenancy if he or she has used it.

During the hearing the tenant testified that he used the fireplace during the tenancy and that he had not had it cleaned at the end of the tenancy. Accordingly, I find that the landlord has established entitlement to the full amount claimed.

\$50.00: *filing fee*

As the landlord has achieved a measure of success with her application, I find that she has established entitlement to recovery of the full filing fee.

Total: \$360.45 (\$150.00 + \$25.00 + \$135.45 + \$50.00)

I order that the landlord withhold **\$360.45** from the security deposit of \$900.00, plus interest of \$23.83 [**total: \$923.83**], and I order the landlord to pay the balance to the tenant in the amount of **\$563.38** (\$923.83 - \$360.45).

Conclusion

The landlord is ordered to withhold **\$360.45** from the combined amount of the tenant's security deposit plus interest.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant for the balance owed in the amount of **\$563.38**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

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: October 06, 2014

Residential Tenancy Branch

