



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF; MNSD,FF

### Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

This hearing also dealt with the tenants' application pursuant to the Act for:

- authorization to obtain a return of all or a portion of their security deposit and pet damage deposit pursuant to section 38; and
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

The landlords and tenants were both represented at the hearing. The tenants both appeared. The landlord CP (the landlord) appeared on behalf of both landlords. All parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

None of the parties raised any issues with service. The landlord confirmed that she had received the tenants' application and all of the tenants' evidence.

### Hearing Previously Adjourned

This hearing was originally set to be heard 2 March 2015. The landlord CP strenuously denied that the landlords had been served with the tenants' application and refused to provide the landlords consent to continue in spite of the tenants' repeated assertions that they had sent their application to the landlords by registered mail. The tenants were able to produce a tracking number for the registered mailing. A review of the tracking history showed the landlord DP had signed for the package. The landlord CP sought an adjournment.

Despite the tenants' compliance with the service provisions of the Act and the tenants' expressed desire to continue with the hearing at that time, the tenants consented to the landlords' request for an adjournment. With the tenants' consent, I adjourned the proceedings to recommence at a later date. This is the reconvened hearing.

### Issue(s) to be Decided

Are the landlords entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Are the landlords entitled to retain all or a portion of the tenants' security deposit and pet damage deposit in partial satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee for this application from the tenants?

Are the tenants entitled to a monetary award for the return of all or a portion of their pet damage and security deposits? Are the tenants entitled to recover the filing fee for this application from the landlords?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the both the landlords' claim and the tenants' cross claim and my findings around each are set out below.

The parties entered into a tenancy agreement dated 17 October 2010. The tenancy began 1 December 2010. The tenancy ended 4 August 2014. At the beginning of the tenancy, the tenants remitted to the landlords \$1,900.00 in deposits: \$950.00 for a security deposit and \$950.00 for a pet damage deposit.

The tenants' provided their forwarding address to the landlords on 6 August 2014. The landlords filed their application for dispute resolution 19 August 2014. The tenants filed their application 2 September 2014.

The parties purport to have entered into a series of fixed- term tenancies:

1. 1 December 2010 to 30 November 2011;
2. 1 December 2011 to 31 May 2013;
3. 1 June 2013 to 31 May 2014; and
4. 1 June 2014 to 31 May 2015.

The tenancies were not entered into on separate tenancy agreements; rather, the original tenancy agreement was altered and initialed. In the final agreement, and in contravention of the Act, the landlords and tenants arranged for a three-month notice provision exercisable by either party. On 1 May 2014, the landlords provide three months' notice to the tenants. The notice set out an effective date of 1 August 2014. The tenant DG testified that the tenants vacated the rental unit on 1 August 2014 and asked for a three day extension so that the tenants could clean the rental unit.

The landlord testified that the tenants had an opportunity to view the rental unit on 17 October 2010 when they were present on the property to sign the tenancy agreement. The parties conducted a move-in inspection on 30 November 2010. There is nothing remarkable about the condition move-in inspection report. The parties conducted a move-out inspection on 6 August 2014. That report makes note of the damages of which the landlords complain.

The tenant DG testified that she thought that the inspection report was to note damage and not every little thing. The tenant DG testified that she did not note every mark. The tenant DG testified that the condition move out inspection was a ten minutes' walk through that occurred in the winter in the dark.

The tenant DG testified that she left the condition move-out inspection because she was frustrated with how the inspection was going. The tenant DG testified that the move out inspection took two hours. The tenants provided their forwarding address on the move-out inspection report on 6 August 2014.

The landlords seek total compensation of \$3,685.29:

Item	Amount
Cleaning	\$250.00
Painting and Drywall	315.30
Cabinets	40.00
Carpets	63.56
Missing and Broken Items	268.51
Windows, Doors and Screens	129.77
Lawn, Landscape and Lake Shore	1,948.30
Unpaid Utilities	469.85
Tenancy Extension	200.00
<b>Total Monetary Order Sought</b>	<b>\$3,685.29</b>

The tenants agree that the landlords are entitled to compensation in the amount of \$729.85:

Item	Amount
Broken Items (eaves damage)	\$60.00
Unpaid Utilities	469.85
Tenancy Extension	200.00
<b>Total Agreed to Amount</b>	<b>729.85</b>

### *Cleaning*

The landlord testified that the landlords incurred a loss in relation to cleaning in the amount of \$250.00. The landlord testified that the landlords spent ten hours cleaning the rental unit. The landlord valued their time for cleaning at \$25.00 per hour. The landlord testified that this cleaning involved cleaning the windows, a ledge, marks off the walls, removing a black stain from the carpet in front of the fireplace and “general cleaning”. The landlord testified that this amount also involved removing a dog odor from a room-like area between the garage and dining room. The landlord testified that the landlords spent approximately five hours cleaning the windows and window tracks.

The landlords provided a written description of their cleaning costs:

*Cleaning of all windows inside and out, window and door tracks, clean and wipe siding outside, of cob webs and spider poop. Removal of cob webs, dust, spiders and general dirt inside house. Rooms: Kitchen, Dining Room, Living Room, 3 Bedrooms, Master Bathroom, Entire basement and dog area/room and garage floor.*

The landlords provided photos in support of their claim for cleaning:

- Landlords' Photo #1 shows blinds with cobwebs.
- Landlords' Photo #2 shows a window with cobwebs.
- Landlords' Photo #3 shows bird feces on a window screen.
- Landlords' Photo #4 shows a dirty window track with a dead spider.
- Landlords' Photo #5 shows a dirty window.
- Landlords' Photos #6 and 7 show dust on a ledge.
- Landlords' Photo #8 shows the garage floor.
- Landlords' Photo #9 shows the exterior siding of the rental unit.

The tenants provided photos in defence of the landlords' claim for cleaning:

- Tenants' Photos #24-25 shows the fireplace in the living room as well as the carpet immediately in front of it. There are no visible marks in these photos. The photos are taken from different angles and different distances.

The tenant admits that she missed some cobwebs and dusting. The tenant DG testified that she ran a duster on the ledge. The tenant submitted that she is not responsible for cobwebs and bird feces. The tenant DG testified that there was no black mark on the carpet when the tenants moved out. The tenant DG testified that the tenants had the carpet professionally cleaned.

The tenant DG testified that there was no dog odor in the area between the garage and the dining room. The tenant DG testified that the room was used for the dog's food and to store a deep freezer. The tenant DG testified that the tenants swept the garage floor but did not wash the floors. The tenant DG testified that one of the windows shown that was unclean was in the garage.

The landlord responded to tenants' photo #24 by submitting that the nap of the carpet prevented the stain from being visible in that photograph.

### *Painting and Drywall*

The landlords submitted a working paper in support of their claim for painting and drywall:

*Marks on the ceiling in the front entrance, Holes in the wall poorly filled in the dining room. Stairwell, and all. Master bedroom, bedroom 3 and in the basement. Dog scratches on walls and front door. Repairs made by repainting ceiling, properly filling holes and painting the entire house.*

The landlord testified that the tenants had conducted minor repairs but did not perform any sanding. The landlord testified that the landlords repaired holes and damage to the walls by the tenants and that the landlords repainted the damage. The landlord testified that there were deep scratch marks in the archway leading into the living room. The landlord believed these marks to be from the tenants' pet dog. The landlord testified that the landlords spent \$40.30 in supplies to fix the holes and approximately two hours conducting the repairs. The landlords claim a total of eleven hours of labour for repairs and repainting. The landlord could not testify when the rental unit was last painted.

I was provided with a receipt that sets out charges in the amount of \$40.30 for supplies.

The landlords provided photos in support of their claim for repairs and painting:

- Landlords' Photo #10 shows some patched holes in a wall.
- Landlords' Photo #11 shows scratch marks in the archway leading to the living room.
- Landlords' Photo #12 shows filled holes leading up the stairs.
- Landlords' Photo #13 shows the repaired area where there was a bracket affixed to the wall to support a television.
- Landlords' Photo #14 shows a filled scratch across a wall.

The tenant DG testified that the filled holes shown in Landlords' Photo #10 was repaired in that manner before the tenants moved in. The tenant DG testified that they tried not to hang anything on the walls and managed to use the existing hooks with the exception of the living room. The tenant DG testified that the tenants repaired all of the holes that they put in any of the walls. The tenant DG admitted to placing holes in the living room wall to hang the tenants' television.

The tenants provided photos in defence of the landlords' claim for repair and painting of the walls:

- Tenants' Photo #29 shows a wall from the living room. In this picture, there are four holes visible.
- Tenants' Photos #32, 34, & 35 show the wall that leads up the stairs. There is no visible damage in the photographs.

### *Cabinets*

The landlord testified that the cabinet door did not close properly. The landlord submitted that a cabinet does not stop working because of wear and tear. The landlord testified that the kitchen garbage drawer dragged. The landlords seek \$25.00 for the repair of the drawer and \$15.00 for the repair of the door.

The tenant DG testified that the tenants did not use that cabinet and that it was only used to store the internet router. The tenant DG submitted that the sagging may have been caused by settling in the house.

The tenants provided photos in defence of the landlords' claim for damage cabinets:

- Tenants' Photo #17 shows the cabinet that is alleged to have a sagging door. No obvious issues are apparent from this picture.
- Tenants' Photo #59 shows a crack formed at a wall joint. The tenants purport that this is evidence of settling.

### *Carpets*

The landlord testified that when the tenants returned possession of the rental unit to the landlords the carpet was buckled. The landlord submitted that this buckling was the result of the tenants moving furniture around the living room. The landlord testified that the carpet was flat when the tenants moved in. The landlord amended this claim to remove the \$25.00 cleaning charge as the landlord believed that this amount was included in the cleaning charges that have already been noted. The landlord testified that the cost of renting a machine to stretch the carpet was \$13.56. I was provided with an invoice dated 11 August 2014 that confirms this. The landlords seek compensation of \$25.00 for the labour associated with restretching the carpet.

The landlords provided a photo in support of their claim for damage to the carpet: Landlords' Photos #15-17 show a ridge in the carpet.

The tenant DG testified that the tenants did not move their furniture around and that they had their own area rug in the living room. The tenant DG submitted that any bunching was the result of the carpet not being installed correctly.

### *Missing and Broken Items*

The landlords seek compensation for the following missing or broken items:

<b>Item</b>	<b>Amount</b>
Garage door opener	\$29.99
Smoke detector	15.18
Light fixture	23.34
Eaves ( <i>admitted</i> )	60.00
Blinds	140.00
<b>Total Subclaim</b>	<b>\$268.51</b>

I was provided with receipts for these items.

The landlord testified that one blind was broken. The tenants testified that this blind was in a spare bedroom and was never used. The tenants denied responsibility for this damage.

The tenant DG testified that in April 2014, the landlords hired workers to repair the roof to the rental unit. The tenant DG testified that the roofing work caused vibrations that resulted in two light fixtures and the smoke detector falling from the ceiling. The tenant DG testified that she told the landlord DP about these items and that he said not to worry about it. The tenant DG testified that the smoke detector was left on the kitchen counter when the tenants returned possession of the rental unit to the landlords.

The tenant DG testified that she returned both garage door openers to the landlords. The tenant DG testified that if the garage door opener did not work it was because the battery needed replacement.

The landlords provided photos in support of their claim for missing and broken items:

- Landlords' Photo #18 shows the bracket where the smoke detector should have been affixed.
- Landlords' Photo #19 shows a light fixture with the cover missing.
- Landlords' Photo #20 shows the torn blind.

*Windows, Doors and Screens*

The landlords seek compensation for the following items:

<b>Item</b>	<b>Amount</b>
Re key doors	\$60.00
Labour to rekey	25.00
Replace screen	11.98
Replace patio door lock	7.79
Labour to replace screens	25.00
<b>Total Subclaim</b>	<b>\$129.77</b>

The landlord testified that the tenants failed to return all of the keys to the rental unit when they left. The landlord testified that the landlords believed in order to secure the rental unit they had to rekey the rental unit. The landlord testified that the tenants rekeyed the home without the landlords' permission. The tenant DG testified that the tenants rekeyed the home after the tenants' child lost one of the keys. The tenant DG testified that she did not realize the landlords' permission was needed. The tenant DG testified that the tenants provided the key to the landlords as soon as the landlords asked.

The landlord testified that the tenants damaged an insect screen on a patio door. The landlord testified that the landlords asked the tenants to repair the door in the past. The landlord testified that the lever lock on the screen door was damaged. The tenant DG testified that the tenants did not use this door. The tenant DG testified that the screen had been damaged since the beginning of the tenancy and that it had been repaired with duct tape. The tenant DG testified that she did not even know that there was a lock on the screen door and had no idea whether it worked or not.

The landlords provided a photograph in support of their claim for repairs of the screen door: Landlords' Photo #22 shows a screen door that is torn on the lower right corner.

The landlords did not provide a receipt for the cost of rekeying. The landlords provided receipts for the cost of the screen and the lock.

*Lawn, Landscape and Lake Shore*

The landlords claim for the costs associated with the following items:

<b>Item</b>	<b>Amount</b>
Prep/overseed lawn	\$680.00
Additional soil	48.30
Replace dead plants	55.00
Labour to weed and clean flower beds and garden	250.00
Labour to trim trees and shrubs and disposal and clean debris	915.00
<b>Total Subclaim</b>	<b>\$1,948.30</b>

The landlord testified that the grass in the yard suffered extensive damage from the tenants' dog's urine and from lack of watering. The landlord testified that the grass had to be scraped up, reseeded and then watered in. The landlord testified that the actual cost of repairing this damage was \$760.34.

The tenants submit that this damage could have been repaired by sprinkling \$100.00 worth of seed on the yard and watering the seed. The tenants submitted that they did this annually and that the lawn would grow back after. The tenant DG testified that they reseeded the lawn and fertilized it every year.

The landlord testified that the landlords had to undertake extensive weeding. The landlord testified that some of the perennials had died as a result of shading from poorly maintained annuals and perennials. Specifically, the landlord testified that rhubarb had overgrown and shaded many other plants. The landlord testified that when she removed the weeds and dead plants she had to replace the root bulbs with soil. The landlords seek compensation for the cost of this soil.

The tenant DG testified that she is not a gardener, she did her best, and thought that the tenants did a good job of maintain the rental unit and yard. The tenant DG testified that there were areas of the yard that the built-in sprinklers did not reach. The tenant DG testified that the tenants trimmed the hedges and the willow tree.

The landlord testified that the tenants allowed grass to grow on the beach area.

The landlord testified that the tenants failed to remove vegetation and debris from the lake. The tenant DG testified that leaves from the willow trees fall into the lake when the wind blows and that there is nothing to be done about it. The tenant DG testified that the debris on the beach front arrives from other locations. The tenant DG testified that at the time the tenancy ended, the lake was high and that the height of the lake contributed to the amount of debris in the lake.

The landlord testified that the tenants left a car-top carrier behind.

The landlords provided photos in support of their claim for damage to the lawn and landscaping. The photographs show:

- areas on the periphery of the lawn that have died or are brown (Landlords' Photos #23-29);
- weeds in the garden (Landlords' Photos #28 and 30 );
- patches of the central lawn that the landlord alleges died as a result of the tenants' dog (Landlords' Photos #32-35 and 38);
- overgrowth of trees (Landlords' Photos #36, 37, and 39);
- overgrowth of plants on the lakeshore (Landlords' Photo #45);
- dead plants (Landlords' Photo #38, 41, 42, 49);
- overgrowth of grapevines (Landlords' Photos #40, 44 and 47);
- plant debris in the lakeshore (Landlords' Photo #43, 46, 55-59);
- a car-top carrier (Landlords' Photo #47);
- flower beds that the landlord alleges are neglected (Landlords' Photo #50-55); and
- a cement walkway with some debris that the landlords allege is dog feces (Landlords' Photo #60).

The tenants provided photos in defence of the landlords' claim for damage to the lawn and landscaping:

- Tenants' Photos #1-4, 74 show the exterior of the rental unit taken from the driveway. The lawn is mostly green. The flower beds appear weeded.
- Tenants' Photos #7-9, 76, 77, 79, 82-88 show the backyard of the rental unit. The grass is green and the flower beds appear weeded. There are some brown spots where it appears that the grass has died.
- Tenants' Photos #10-12 show a grapevine growing over a trellis attached to the rental unit.
- Tenants' Photo #78 shows the lake front. There is grass in the beach area.
- Tenants' Photos #80 and 89 shows the lake front. There is debris in the lake.

- Tenants' Photo #81 shows some shrubs in a flower bed. The flower bed appears to have some weeds.

The tenant DG testified that she does not know what is shown in photo #60, but that it is not dog feces. The tenant DG testified that the tenants cleaned all the dog feces up before leaving.

### Analysis

#### Landlord's Claim

The tenants agree that the landlords are entitled to compensation in the amount of \$729.85:

Item	Amount
Broken Items (eaves damage)	\$60.00
Unpaid Utilities	469.85
Tenancy Extension	200.00
<b>Total Agreed to Amount</b>	<b>729.85</b>

As the tenants agree that they are liable to the landlords for these amounts, I find that the landlords are entitled to recover this amount from the tenants.

The landlord amended her claim to reduce her claim for carpet cleaning by \$25.00 as she stated that this amount was included in the claim for total cleaning costs. I allow this amendment as there is no prejudice to the tenants in doing so.

The contested claims in this matter total \$2,930.44:

Item	Amount
Cleaning	\$250.00
Painting and Repair Labour Drywall	275.00
Wall Repair Cost	40.30
Cabinets	40.00
Carpets	38.56
Garage Door Opener	29.99
Smoke Detector	15.18
Light Fixture	23.34
Blinds	140.00
Re Key	60.00
Labour to Rekey	25.00

Replace Screen	11.98
Replace Patio Door Lock	7.79
Labour to Replace Screens	25.00
Prep/Overseed Lawn	680.00
Additional Soil	48.30
Replace Dead Plants	55.00
Labour to Weed and Clean Flower Beds and Garden	250.00
Labour to Trim Trees and Shrubs and Disposal and Clean Debris	915.00
<b>Total Contested Amount</b>	<b>\$2,930.44</b>

These claims all relate to an alleged breach by the tenants of their obligations pursuant to section 32 of the Act:

- Subsection 32(2) of the Act requires a tenant to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.
- Subsection 32(3) of the Act requires a tenant to repair damage to the rental unit or common areas that was caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. Caused means that the actions of the tenant or his visitor logically led to the damage of which the landlord complains.
- Subsection 32(4) of the Act provides that the tenant is not responsible for making repairs for reasonable wear and tear.

Residential Tenancy Policy Guideline, “1. Landlord & Tenant – Responsibility for Residential Premises” (Guideline 1) is generally helpful in this case:

This guideline is intended to clarify the responsibilities of the landlord and tenant regarding maintenance, cleaning, and repairs of residential property...

...The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. The tenant is 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. The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site

(the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act* ... (the Legislation).

Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. An arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant.

[footnotes removed; emphasis added]

Section 67 of the Act provides that, where an arbitrator has found that damages or loss results from a party not complying with the Act, an arbitrator may determine the amount of that damages or loss and order the wrongdoer to pay compensation to the claimant. The claimant bears the burden of proof. The claimant must show the existence of the damage or loss, and that it stemmed directly from a violation of the agreement or a contravention of the Act by the wrongdoer. If this is established, the claimant must provide evidence of the monetary amount of the damage or loss. The amount of the loss or damage claimed is subject to the claimant's duty to mitigate or minimize the loss pursuant to subsection 7(2) of the Act.

In determining what damage occurred during this tenancy, I am entitled to rely on the evidentiary presumption in section 21 of the *Residential Tenancy Regulation* (the Regulation):

In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

***Cleaning: \$130.00***

The landlords claim compensation for cleaning various items:

*Cleaning of all windows inside and out, window and door tracks, clean and wipe siding outside, of cob webs and spider poop. Removal of cob webs, dust, spiders and general dirt inside house. Rooms: Kitchen, Dining Room, Living Room, 3 Bedrooms, Master Bathroom, Entire basement and dog area/room and garage floor.*

The landlords claim an hourly cleaning rate of \$25.00. The tenants did not provide any evidence or submissions that would refute I accept the landlords' valuation of the cost of their labour for cleaning.

The tenants provided me with photographs of the interior of the rental unit. The home appeared clean in all of these photographs. The landlords provided close up photographs of windows and a ledge that show that there were cobwebs on the windows, dirt in the tracks, and dust on a high ledge.

Guideline 1 sets out that:

The tenant is responsible for cleaning the inside windows and tracks during, and at the end of the tenancy, including removing mould. The tenant is responsible for cleaning the inside and outside of the balcony doors, windows and tracks during, and at the end of the tenancy The landlord is responsible for cleaning the outside of the windows, at reasonable intervals.

The landlords' photographs show that the tenants left the windows, window tracks, and the ledge dirty. I find that the landlord is entitled to recover for the cost of this cleaning. The landlord estimated that she spent five hours cleaning the windows in the rental unit.

I find that the tenants failed to meet the standard prescribed by subsection 32(2) when they failed to clean the high ledge. The landlords did not provide me an estimate of how long this ledge took to clean. Where no significant loss has been proven, but there has been an infraction of a legal right, an arbitrator may award nominal damages. Based on this, I award the landlords nominal damages of \$5.00 for the dirty ledge.

The landlords assert that there was a black mark on the carpet in front of the fireplace. The tenants' photos show no such mark. Further, the tenants testified that they had the carpets professionally cleaned. On the basis of this evidence, I find that the landlords have failed to show, on a balance of probabilities, that further cleaning of the carpet was required.

All of the tenants photos of the interior of the home show a clean home. There is no visible dirt or any debris. As to the remainder of the landlords' claim for cleaning, I find that the landlords expectations with respect to cleanliness exceed the standards set out in the Act and are thus not compensable.

Guideline 1 set out that a landlord is responsible for cleaning the exterior of windows. I find that consistency requires that landlords are similarly responsible for cleaning the

exterior of the rental unit. As such, the landlords are not entitled to recover for their time cleaning the exterior of the rental unit.

The landlords are entitled to recover \$130.00 for the costs of cleaning the windows, window tracks and high ledge.

***Painting and Drywall: \$90.30***

The landlord testified that there were dents, scratches and holes in the walls. The landlords claim for the cost of fixing these dents, scratches and holes as well as the cost of repainting.

Guideline 1 provides guidance with respect to repairs to walls:

**Nail Holes:**

1. Most tenants will put up pictures in their unit. The landlord may set rules as to how this can be done e.g. no adhesive hangers or only picture hook nails may be used. If the tenant follows the landlord's reasonable instructions for hanging and removing pictures/mirrors/wall hangings/ceiling hooks, it is not considered damage and he or she is not responsible for filling the holes or the cost of filling the holes.
2. The tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, or screws or tape have been used and left wall damage.
3. The tenant is responsible for all deliberate or negligent damage to the walls.

The landlord is responsible for painting the interior of the rental unit at reasonable intervals. The tenant cannot be required as a condition of tenancy to paint the premises. The tenant may only be required to paint or repair where the work is necessary because of damages for which the tenant is responsible.

The tenants photograph shows the holes where the television was mounted. I find that the tenants placed holes in the walls to mount their television and did not fill them. While the tenants' photographs do not show the extensive scratch marks that are shown to be filled in the landlords' photographs, relying on the evidentiary presumption of the condition move in and move out inspection report, I accept that this damage occurred in the course of the tenancy. Further, and again relying on the evidentiary presumption in relation to the move in and move out inspection report, I find that the tenants left partially repaired holes in the wall of the rental unit. I find that the landlords are entitled to compensation for these repairs.

The landlord provided a receipt that the cost of the materials to complete these repairs was \$40.30. The landlord testified that the repairs took approximately two hours and valued their time at \$25.00 per hour. I find that the landlords have proven their entitlement to \$90.30 for the cost and time of these wall repairs.

*Residential Tenancy Policy Guideline*, “40. Useful Life of Building Elements” (Guideline 40) sets out that the useful life of interior paint is four years. The tenancy was approximately four years long. As such, the paint is considered to have had no useful life remaining. Thus the labour costs associated with painting are not compensable.

***Cabinets: \$0.00***

The landlord testified that the kitchen garbage drawer dragged and a cupboard dragged. The tenant DG testified that she believed that these issues may have been caused by the rental unit settling. On a balance of probabilities, I find that the landlords have failed to show that this damage was the result of the tenants’ actions or neglect. I find that this damage is attributable to wear and tear. Pursuant to subsection 32(4) a tenant is not responsible for the natural deterioration of an item. As such, the landlords are not entitled to recover for the cost of repairs to the cupboard and drawer.

***Carpets: \$0.00***

The landlord submitted that the tenants caused damage to the living room carpet. The landlord suggests that the damage was caused by the tenants moving furniture around the living room. I accept the tenants’ evidence that they did not move their furniture around the living room and that they had an area rug covering the carpet to protect it. I find that the ridge in the carpet is attributable to wear and tear. Pursuant to subsection 32(4) a tenant is not responsible for the natural deterioration of an item. As such, the landlords are not entitled to recover for the cost of repairs to the carpet.

***Missing and Broken Items: \$99.99***

The landlords seek compensation for a garage door opener, a smoke detector, and a light fixture.

The tenant DG testified that the tenants returned the garage door opener to the landlords. The tenant DG testified that the garage door opener may have been out of batteries and that is why it did not work. The landlord testified that the garage door opener was missing. The garage door opener was listed as missing on the condition move-out inspection report. I find, on a balance of probabilities, that the garage door opener was not returned and that the landlords are entitled to compensation for this missing item. The landlords provide a receipt that sets out that the garage door opener cost \$29.99 to replace. I find that the landlords are entitled to recover \$29.99 from the tenants.

The tenant DG testified that roofers came to work on the rental unit in April 2014. The tenant DG testified that the work caused the light fixture and the smoke detector to fall from the ceiling. The tenant DG testified that the landlord DP told the tenants not to worry about it. I find, on a balance of probabilities, that the damage to the light fixture and smoke detector occurred a result of work being conducted on the roof and not through the actions or neglect of the tenants. Accordingly, the landlords are not entitled to compensation for the light fixture or smoke detector.

Guideline 1 sets out:

The tenant may be liable for replacing internal window coverings, or paying for their depreciated value, when he or she has damaged the internal window coverings deliberately, or has misused them e.g. cigarette burns, not using the "pulls", claw marks, etc.

Relying on the presumption in section 21 of the Regulation, I find that the blind was not torn when the tenancy began. I accept the landlord's submission that this tear is not the sort of damage that would result from regular wear and tear. I find that the tenants were responsible for the repair or replacement of this item.

Policy Guideline 40 sets out that window coverings such as drapes and venetian blinds have an expected lifespan of 10 years. I find, for the purposes of assessing the useful life of the blinds that the useful life of this type of window covering is sufficiently analogous to the named window coverings so that I may use the useful life of 10 years. The landlords did not testify how old the blinds were. On the basis that the blinds were at least 3.5 years old (and likely older), I am exercising my discretion to reduce the

amount of compensation by one half in consideration of the diminished value of the window coverings.

The landlords provided a receipt setting out that the window covering cost \$140.00 to replace. The landlords are entitled to one half this amount: \$70.00.

***Windows, Doors and Screens: \$0.00***

The landlords have claimed for the cost of rekeying the suite. I accept the landlord's sworn and uncontested testimony that they did not receive all of the keys back and that they incurred the costs of rekeying the locks.

Section 25 of the Act places the responsibility for changing the locks at the beginning of a new tenancy on the landlord. Further, section 7 of the Regulation does not allow for any fee to be charged in respect of changing locks. I interpret this exclusion to be intentional. Accordingly, the landlords' claim for the cost associated with rekeying the rental unit is denied.

The landlords claim for the costs associated with repairs to the patio screen door. The tenants both testified that the damage was pre-existing. Using the evidentiary presumption in section 21 of the Regulations, I find that the damage to the screen door occurred during the course of the tenancy.

Guideline 40 does not set out the useful life expectancy of a screen door. There are no comparables provided. Neither party provided any evidence with respect to the useful life span of the door. The range of life expectancies provided in Guideline 40 ranges from 4 years to 25 years. Given the nature of a screen door, I find that it is on the lower end of the scale. Accordingly, I find that the useful life expectancy of a screen door is four years. The tenancy was approximately four years long. As such, the screen door is considered to have had no useful life remaining. Thus the labour costs and repairs associated with the screen door are not compensable.

***Lawn, Landscape and Lake Shore: \$390.00***

The landlords claim compensation for the cost of repairing the lawn (both lack of water and dog damage), the cost of repairing the flower beds, and the cost of trimming trees and shrubs, and the cost of cleaning debris.

Guideline 1 sets out the responsibility for maintenance of a residential property:

3. Generally the tenant who lives in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass, and clearing snow. The tenant is responsible for a reasonable amount of weeding the flower beds if the tenancy agreement requires a tenant to maintain the flower beds.

...

5. The landlord is generally responsible for major projects, such as tree cutting, pruning and insect control...

[emphasis added]

I accept the tenant DG's testimony that the built-in lawn sprinklers did not reach all the areas of the yard. I accept the tenants' evidence that during the summer that there are lawn watering restrictions. I find that the landlord is not entitled for recovery of these amounts as I find that the grass would have recovered once the fall rain arrived. The tenants admit that their dog caused damage to the yard, but reject the amount that the repairs would cost. The tenants both testified that they would repair the dog damage annually by purchasing \$100.00 worth of grass seed and watering the lawn. I accept that the tenants were liable for the damage caused by their dog's urine; however, I find that the landlords did not mitigate their damages pursuant to sections 7 and 67 by selecting a less costly method of remediation. Accordingly, I find that the landlords are not entitled to recover the full amount of the cost of reseeding the lawn. I find that the tenants are liable for one half of the cost of the claimed amount: \$340.00 for reseeding the lawn.

Based on the landlord's evidence, it is clear that she has knowledge of gardening. The tenants do not share this same knowledge. As a result, the landlords' standards with respect to garden maintenance are higher than that of the tenants. The tenants provided photographs of the exterior of the house. The grass is mostly green and the flower beds seem to be in good repair. I find that the standards required by the tenancy agreement in conjunction with the Act are not that of a professional gardener. I find that the standards of the Act and tenancy agreement require a reasonable amount of weeding and routine yard maintenance. I find that the tenants provided this level of care to the residential property. The tenants are not liable to provide any more. Accordingly, the landlords are not entitled to compensation for weeding, cleaning the flower beds and garden, and additional soil.

The tenants admit that they left their car-top carrier at the rental unit. The landlords are entitled to the cost of disposing of this abandoned property. The landlords did not provide me an estimate of the costs associated with the disposal of this item. Where no significant loss has been proven, but there has been an infraction of a legal right, an

arbitrator may award nominal damages. Based on this, I award the landlords nominal damages of \$50.00 for the abandoned car-top carrier.

The landlords claim for the costs of tree cutting and shrub pruning. Policy Guideline 1 sets out that the responsibility for major tasks is that of the landlord. As such the landlords are not entitled to the costs of trimming trees and shrubs and the removal of the associated debris.

The task of removing debris from the lake is a major project akin to tree cutting. As such, I find that it is the responsibility of the landlords. The landlords are not entitled to compensation for their time cleaning the lake shore.

### Tenants' Claim

The tenants have filed for return of the deposits.

The landlords have proven their entitlement to \$1,440.14:

Item	Amount
Cleaning	\$130.00
Repair Cost and Labour	90.30
Garage Door Opener	29.99
Blinds	70.00
Prep/overseed lawn	340.00
Dispose of Car-Top Carrier	50.00
Eaves Damage	60.00
Unpaid Utilities	469.85
Tenancy Extension	200.00
<b>Total Monetary Award</b>	<b>\$1,440.14</b>

The tenants are entitled to an order for the return of the balance of their deposit of \$459.86:

Item	Amount
Landlord Entitlement	-\$1,440.14
Return of Tenant's Security Deposit	1,900.00
<b>Total Monetary Award</b>	<b>\$459.86</b>

Filing Fees

As both parties experienced partial success in their applications, I decline to award recovery of the filing fee to either party. Each party will bear their own application costs.

Conclusion

I issue a monetary order in the tenants' favour in the amount of \$459.86. The tenants are provided with this monetary order and the landlord(s) must be served with this order as soon as possible. Should the landlord(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial 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 subsection 9.1(1) of the Act.

Dated: April 29, 2015

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Residential Tenancy Branch

