



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      mnd, ff

### Introduction:

The landlord has applied for resolution of a dispute in the tenancy at the above noted address, and requests a Monetary Order for repairs and cleaning to the premises, following the ending of this tenancy. All parties attended the hearing.

### Issues to be decided:

Are the tenants liable the landlord's repair and cleaning costs?

### Background and Evidence:

The landlord purchased the subject premises effective October 1, 2014, and on that same date the tenants gave notice to end their tenancy. The tenants moved out October 31, 2014. The actual tenancy however, originated with the former owners about four years earlier in the fall of 2010. The net rent was \$1,000.00 per month, reduced from \$1,100.00 by \$100.00 to compensate the tenants for yard maintenance. A security deposit of \$312.00 was paid.

The landlord does not have a copy of any condition inspection report from the start of the tenancy, and does not know the condition from that time. The tenants submit the premises had not been kept up, and were not in perfect repair. For example, the carpets were dirty from coal dust from a nearby train, there was no door leading to the pantry room area, and some of the stairs were missing. The stove elements never worked properly, and the stove top had grease rings. The former landlord had refused to replace the stove, and the tenants chose not to insist upon a properly working stove.

The tenants build and installed stairs themselves, although these were never painted. When they moved out, they removed the stairs, on the basis that they believed the stairs belonged to them. Similarly, the tenants installed their own door to the pantry area, and removed and took the door with them when they left.

When the tenants moved out, the landlord found the premises to be unacceptably dirty. She hired another woman at a cost of \$168.75, to help clean areas such as the

cupboards, in and under the stove, and under and behind the fridge. The female tenant acknowledges she did not clean the areas under the stove and fridge, but says she did her best to clean the cupboards and other areas. The landlord hired a carpenter to rebuild the missing stairs, and replace the missing door. His cost was \$367.50. The landlord also expended \$140.39 for materials such as paint, drop sheets and rollers. The landlord replaced the stove at a cost of \$550.02.

#### Analysis:

Tenants are 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. In order for such compensation to be ordered, however, a landlord must prove on a balance of probabilities that the damages were in fact caused by the tenants, and also must prove that actual loss incurred. I have evaluated and decided each component of the landlord's claim, as follows.

#### Stairs and door

The tenants were of the incorrect view that since they had paid for and installed the stairs and door on their own, they could remove the stairs and door and take them away when their tenancy ended. In this regard they have failed to appreciate the legal distinction between fixtures and chattels. A fixture is something that is fixed in a relatively permanent way to real property by nails screws, cement, etc. Items such as stairs, doors flooring, the roof, windows or the furnace in a building are all permanent attachments of this sort. Fixtures, even those paid for and installed by tenants, become the property of the owners of the building. Chattels on the other hand are items in the building that are not intended to be permanently fixed. Furniture, kitchen ware, wall hangings, and appliances that are simply plugged into outlets are all examples of chattels, and if they belong to the tenant they can be removed at the end of the tenancy.

I find that the stairs in this case were a fixture, which the tenants improperly removed at the end of their tenancy. The landlord is entitled to be compensated for the cost of the materials and labour to construct and install the replacement stairs. I also find that the door in question was also a fixture, as was the hardware such as the door handles and hinges, and the landlord is entitled to be compensated for the cost of the installation of the new door, and the hardware for the door. The invoice of the carpenter relates to this necessary work, and is awarded to the landlord in the sum of \$367.50.

#### Cleaning

The female tenant admits that the areas under the fridge and stove were not sufficiently cleaned when she moved out. I am not advised as to the actual time it took the

landlord's cleaner to clean these areas, nor am I advised as to the condition of these areas when the tenancy began. I therefore find it reasonable to award the landlord the sum of \$30.00, representing one hour of time for each area at an hourly rate of \$15.00, as charged by the cleaner.

The balance of the claim for cleaning, for painting and for materials is all dismissed. The landlord does not know the condition of the premises when the tenancy began, and I accept the tenants' testimony that the premises were less than perfect at that time. Further, the tenants are not liable for ordinary wear and tear. Regarding the painting of the walls, a landlord should expect that walls will need to be repainted about every four years, and in this case the tenancy had started over four years earlier. I further note that the stairs had never been painted, and the tenants therefore cannot be held liable for the painting of the new stairs.

#### **Stove**

I accept the tenants' testimony as to the poor condition of the old stove, from the time their tenancy had started. I find that this stove had no value, and the tenants are therefore not liable for the replacement cost of the stove. Furthermore, given that the landlord replaced the stove, it follows that there should be no award made for any cleaning to the old stove.

Summarizing the above, the tenants are liable for the carpentry costs to build and install the stairs and install a door, in the sum of \$367.50. The tenants are also liable for \$30.00 for some cleaning costs. These items total \$397.50. As the landlord is successful as to a portion of the claim, I also find that the tenants are liable for half the landlord's filing fee, which is a further \$25.00. The total sum payable by the tenants to the landlord is \$422.50. The balance of the landlord's claim is dismissed.

#### **Conclusion:**

The tenants must pay the sum of \$422.50 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: July 08, 2015

