



# 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 an application by the landlords 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 the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlords are entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

The unit which is the subject of this dispute is a 2 storey house. Pursuant to a written tenancy agreement, the 12 month fixed term of tenancy was from September 01, 2014 to August 31, 2015. Monthly rent of \$1,800.00 was due and payable in advance on the first day of each month, and a security deposit of \$900.00 was collected. A move-in condition inspection report was not completed.

By email dated July 31, 2015, the tenants gave notice to end tenancy effective at the end of the fixed term on August 31, 2015. A move-out condition inspection report was completed with the participation of both parties on August 31, 2015. By email dated September 13, 2015, the tenants informed the landlords of their forwarding address for the purposes of repaying the security deposit.

The landlords filed their application for dispute resolution on September 24, 2015. In their application the landlords seek certain compensation related principally to pest control, as well as miscellaneous cleaning and repairs at the unit.

## Analysis

Based on the testimony of the parties and the documentary evidence, the various aspects of the landlords' application as set out on the Monetary Order Worksheet and the Application, and my related findings are set out below.

### **(#1, #2, #3)**

\$103.95: *bedbug inspection*

\$446.25: *bedbug treatment undertaken on August 12, 2015 (\$425.00 + tax of \$21.25)*

\$304.50: *bedbug treatment on September 03, 2015 (\$195.00 for follow up treatment + \$95.00 for missed appointment + tax of \$14.50)*

While the subject tenancy began on September 01, 2014, it was not until sometime in June 2015 when the tenants reported to the landlords that there were bedbugs in the unit. The landlords then made arrangements for inspection by a pest control firm. Comments documented on the invoice issued by the pest control firm include, but are not limited to, the following:

Inspected bed outside.....suggests an infestation of weeks to a month.

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Level of infestation suggests a month or 2 month problem.

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

32(1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

I find that bedbugs were introduced into the unit many months after the start of tenancy, by the tenants or by others permitted into the unit by the tenants. Accordingly, I find that the landlords have established entitlement to compensation totalling **\$754.95**:

\$103.95: *bedbug inspection*

\$446.25: *bedbug treatment*

\$195.00: *follow-up treatment* + \$9.75 (*tax*)

In the absence of sufficient documentary evidence, the aspect of the claim concerning “missed appointment” (\$95.00) + tax (\$4.75) is dismissed.

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**(#4)**

\$924.00: *cleanup and repairs*

Section 37 addresses **Leaving the rental unit at the end of a tenancy**, 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...

I note that the descriptive term “dirty” appears numerous times on the move-out condition inspection report. Further, I note that photographs taken within the unit at the end of tenancy reflect a unit that would not generally be considered to be “reasonably clean.”

This aspect of the claim reflects miscellaneous labour undertaken by the landlord’s son over a period of 4 days from September 01 – 04, 2015, the cost of which is calculated on the basis of 33 hours x \$25.00 per hour (\$825.00), plus tax (12% @ \$99.00).

However, there is no more specific breakdown of actual tasks undertaken which are beyond general cleanup and repairs. On a balance of probabilities, and in the absence of the comparative results of move-in and move-out condition inspection reports, I find that the landlords have established entitlement limited to **\$120.00**, which is calculated on the basis of 8 hours x \$15.00 per hour.

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**#5)**

\$275.00: *cleanup and repairs*

This aspect of the claim reflects labour undertaken by the landlords for various cleanup and repairs, and is calculated on the basis of 11 hours x \$25.00 per hour. Following from my findings which are set out immediately above, for similar reasons I find that the landlords have established entitlement limited to **\$120.00**, which is calculated on the basis of 8 hours x \$15.00 per hour.

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**(#6)**

\$140.00: *1 night's accommodation & dinner on August 31, 2015 (landlord & son)*

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

37(1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.

During the hearing the tenants acknowledged that it was not until the early evening of August 31, 2015 when they had completed their move out of the unit. The landlords claim that this late departure precluded them from completing the cleaning and repairs necessary to make the unit suitable for new renters, without staying overnight in a bed and breakfast. I find that the tenants ought not to bear the full cost which arises, in part, out of the landlords' decision to own a rental property in a city which is different from the landlords' city of principal residence. However, as the tenants failed to vacate the rental unit by 1 p.m., and as there is no evidence of a mutual agreement to vacate the unit by any other specific time, I find that the landlords have established entitlement to compensation for accommodation only in the nominal amount of **\$40.00**.

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**(#7)**

**\$59.33:** *rug doctor (Save-On-Food) – rental and supplies*

Residential Tenancy Policy Guideline # 1 speaks to "Landlord & Tenant – Responsibility for Residential Premises," and under the heading **CARPETS**, provides in part:

**3.** The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the

tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

Following from the above, as this tenancy spanned the period of 1 full year, and as the tenants testified that they did not undertake to clean the carpets when tenancy ended, I find that the landlords have established entitlement to the full amount claimed.

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**(#8)**

**\$23.50:** *landfill / garbage removal*

As the tenants do not dispute this aspect of the claim, I find that the landlords have established entitlement to the full amount claimed.

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**(#9)**

**\$14.51:** *miscellaneous supplies (Rona)*

As the tenants do not dispute this aspect of the claim, I find that the landlords have established entitlement to the full amount claimed.

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**(#10)**

**\$59.48:** *supplies (Thrifty)*

I note that the receipt submitted in evidence documents costs incurred variously for liquid laundry detergent, bathroom tissue, paper towels, in addition to Greek Salad, Ancient Grain Salad, Vegetable Samosa and White Tea. I find there is insufficient evidence to support the landlords' claim that the tenants ought to bear responsibility for any portion of these costs, and this aspect of the application is therefore dismissed.

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**(#11)**

**\$12.07:** *parts for window screen(s) repair*

Pursuant to section 37 of the Act, as referenced above, I find there is insufficient evidence that the purchase of minor parts / supplies related to repair of window screen(s), reflects use of the screens which is in excess of "reasonable wear and tear."

Further, there is no conclusive evidence before me in relation to the age of the screen(s). In the result, this aspect of the application is dismissed.

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**(#12)**

**\$19.75:** *landfill / garbage removal*

As the tenants do not dispute this aspect of the claim, I find that the landlords have established entitlement to the full amount claimed.

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**(#13)**

**\$12.60:** *landfill / green yard waste*

As the tenants do not dispute this aspect of the claim, I find that the landlords have established entitlement to the full amount claimed.

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**(#14)**

**\$78.75:** *wood disposal*

As the tenants do not dispute this aspect of the claim, I find that the landlords have established entitlement to the full amount claimed.

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**(#15)**

**\$81.51:** *fridge door replacement*

Residential Tenancy Policy Guideline # 40 speaks to the "Useful Life of Building Elements," and provides that the useful life of a refrigerator is 15 years. The landlord estimated that the subject fridge may have been approximately 2 years old at the time when this tenancy began, so that it may have been about 3 years old when tenancy ended. I note that the move-out condition inspection report includes a notation, "door broken" opposite "Refrigerator." On a balance of probabilities I find that damage to the fridge door reflected use which was beyond reasonable wear and tear. In the result, I find that the landlords have established entitlement to **\$40.75**, or ½ the amount claimed.

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**Application**

**\$50.00:** *filing fee*

As the landlords have achieved a measure of success with their application, I find that they have established entitlement to recovery of the full filing fee.

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**Sub-total entitlement: \$1,334.14**

Section 72 of the Act addresses **Director's orders: fees and monetary orders**, in part:

72(2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, including an amount under subsection (1), the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

Following from all of the above, I order that the landlords withhold the security deposit of **\$900.00** and I grant the landlords a **monetary order** for the balance owed of **\$434.14** (\$1,334.14 - \$900.00).

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlords in the amount of **\$434.14**. Should it be necessary, this order may be served on the tenants, 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: April 12, 2016

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Residential Tenancy Branch

