



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with a landlords' application for monetary compensation for damage to the rental unit; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain all or part of the security deposit and pet damage deposit. The tenants did not appear at the hearing. The landlords testified that the hearing documents, including evidence, were sent to each tenant at their forwarding address via registered mail on November 12, 2015. The landlords had provided a registered mail receipt, including tracking number, for one of the packages sent and orally provided the tracking number for the other package sent. The landlords pointed to the move-out inspection report as verification of the forwarding address for the tenants and the landlords testified that the tenants had also confirmed it by way of a text message. The landlords testified that both packages were successfully delivered as confirmed by a search of the tracking numbers. I was satisfied that the landlords had served each tenant in a manner that complies with the Act and I continued to hear from the landlords without the tenants present.

Issue(s) to be Decided

1. Have the landlords established an entitlement to the compensation they are claiming against the tenants for cleaning, damage and other costs?
2. Are the landlords authorized to make deductions from the security deposit and pet damage deposit?

Background and Evidence

The tenants and the landlords' former property manager entered into the first tenancy agreement that commenced June 15, 2014. The tenants paid a security deposit of \$900.00. On May 27, 2015 the tenants and the landlords appearing before me entered into a subsequent tenancy agreement that commenced on June 1, 2015. The security deposit of \$900.00 was carried forward to the subsequent tenancy agreement and a pet

damage deposit of \$850.00 was paid by the tenants. The tenancy ended effective October 31, 2015.

A move-in inspection report was prepared by the former property manager on June 15, 2014 and it was signed by the tenants. The landlords pointed out that the move-in inspection report completed on June 15, 2014 indicates the house was not clean. Although the landlords were of the position it was reasonably clean, the landlords compensated the female tenant \$300.00 for her efforts to further clean the house.

Another move-in inspection was performed by the tenants and the landlords on May 27, 2015 and the landlords recorded the condition of the property by way of another move-in inspection report. The tenants signed this move-in inspection report as well.

On October 31, 2015 the move-out inspection was performed. The landlords prepared a move-out inspection report; however, the tenants indicated that they did not agree with the landlord's assessment of the property. The tenants did not indicate their reasons for disagreeing with the landlord's assessment in the space provided on the move-out inspection report.

The landlords are seeking compensation from the tenants for the following:

Floor damage -- \$660.39

The landlords submitted that it was apparent that the tenants' pet(s) were scratching at the floor by the sliding glass door in the dining area. The vinyl flooring had been in fairly good condition but an exact match could not be found to patch the floor. The landlords obtained a quote of \$1,467.12 to replace all of the vinyl flooring in the kitchen, dining area and adjacent area; however, the landlords proceeded to have a patch of new flooring installed in the dining area only at a cost of \$660.39 and left the existing vinyl flooring the kitchen and adjacent area.

The landlords provided copies of a quote to replace all of the vinyl flooring, the invoice to install a patch in the dining area only; and, photographs of the damaged floor.

House cleaning -- \$400.00

The landlords submitted that the house was left very unclean by the tenants at the end of the tenancy. The landlords submitted that since the tenant had been compensated \$25.00 per hour at the start of the tenancy for her cleaning efforts, the landlord also seeks compensation of \$25.00 per hour to clean the house at the end of the tenancy.

The cleaning that was required after the tenancy ended was performed by the female landlord and she testified that she kept track of the house she spent cleaning.

The landlords provided several photographs to demonstrate the level of uncleanliness in which the tenants left the unit. The female landlord also provided a detailed breakdown of the cleaning tasks she performed and the dates and times the work was performed.

Duct and vent cleaning -- \$228.90

The landlords submitted that the tenants had three pets in the rental unit and that the ducts and vents needed to be cleaned of pet hair and dander. The landlords obtained a quote in the amount of \$228.90 and then proceeded to have the work done by the same company and paid the amount quoted. The landlords have an invoice to show they had the work done for the amount claimed on November 20, 2015 although they acknowledge that a copy of the invoice had not been sent to the tenants.

Photo developing -- \$9.18

The landlords seek to recover the cost of developing the photographs that were submitted as evidence for this proceeding.

Light bulbs -- \$7.70

The landlords submitted that there were two burnt out light bulbs in the bathroom at the end of the tenancy and they seek the cost to replace those bulbs from the tenants. The landlords testified that all of the bulbs were working at the start of the tenancy.

Analysis

Upon consideration of everything before me, I provide the following findings and reasons.

At the end of every tenancy a tenant is required to leave the rental unit undamaged and reasonably clean pursuant to section 37 of the Act. If a tenant fails to meet this obligation the landlord may pursue the tenant for compensation to remedy the damage and clean the unit.

Floor damage

Based upon the photographs and unopposed evidence of the landlords, I accept that the floor in front of the sliding glass door was significantly scratched during the tenancy, most likely from the tenants' pet(s), and I hold the tenants responsible for this damage. Although the vinyl flooring had some years of use prior to the end of this tenancy, I find it reasonable that the landlords did not pursue the tenants for replacement of the entire vinyl flooring and have limited their claim to installation of new flooring in the one area resulting in loss of a continuous floor surface in the kitchen and dining area.. Therefore, I grant the landlords' request to recover \$660.39 from the tenants.

House cleaning

From the landlords' photographs, it is apparent to me that the tenants failed to leave the rental unit reasonably clean at the end of their tenancy. There is no circumstance under the Act that exempts a tenant from leaving a rental unit reasonably clean at the end of the tenancy. If a rental unit is not reasonably clean at the start of the tenancy it is expected that this would be rectified at the start of the tenancy, which is what happened in this case. As such, I find the tenants failed to meet their obligation to leave the rental unit reasonably clean at the end of the tenancy and I hold the tenants responsible for compensating the landlords for cleaning.

I find the landlord's claim for \$400.00 to be within reason based upon the hourly rate of \$25.00; the landlord's detailed description of cleaning tasks performed on particular dates; and, the photographs presented to me. Therefore, I grant the landlords' request to recover \$400.00 from the tenants for cleaning.

Duct and vent cleaning

As provided in Residential Tenancy Policy Guideline 1, landlords are ordinarily expected to have furnace ducts cleaned and the tenant is expected to clean the wall or floor vents. However, this policy concerning duct and vent cleaning is silent with respect to whether the tenant has pets in the rental unit. Having heard the tenants had three pets in the rental unit in this case, I accept that in order to meet the tenants' obligation to leave the rental unit reasonably clean the pet hair and dander would be removed from the ducts and vents. Therefore, I grant the landlord's request to recover \$228.90 from the tenants to do so.

Photo developing

The Act does not provide for recovery of the costs to prepare for or participate in a dispute resolution proceeding with the exception of the filing fee. Therefore, I deny the landlords' request to recover the cost to develop the photographs supplied as evidence for this proceeding.

Light bulbs

As provided under Residential Tenancy Policy Guideline 1, tenants are generally held responsible for replacing light bulbs that burn out during their tenancy. In this case, I accept the landlords' unopposed submissions that two light bulbs were burnt out in the bathroom at the end of the tenancy whereas all of the light bulbs were working at the start of the tenancy. Therefore, I grant the landlords' request to recover \$7.70 from the tenants for two new light bulbs.

Filing fee

Given the landlords were largely successful in their application, I award the landlords recovery of the \$50.00 filing fee they paid for the application.

Security deposit, Pet damage deposit and Monetary Order

I authorize the landlords to deduct the following amounts from the tenants' security deposit and pet damage deposit and I order the landlords to return the balance of the deposits to the tenants without delay, as calculated below:

Security deposit		\$ 900.00
Pet damage deposit		<u>850.00</u>
Total deposits		\$ 1,750.00
Less: Authorized deductions --		
Floor damage	\$ 660.39	
Cleaning	400.00	
Duct/vent cleaning	228.90	
Light bulb replacement	7.70	
Filing fee	<u>50.00</u>	<u>(1,346.99)</u>
Balance of deposits due to tenants		<u>\$ 403.01</u>

In keeping with Residential Tenancy Policy Guideline 17, the tenants are provided a Monetary Order in the amount of \$403.01 to serve and enforce if necessary.

Conclusion

The landlords have been authorized to deduct \$1,346.99 from the tenants' security and pet damage deposit. The landlords are ordered to return the balance of the deposits in the amount of \$403.01 to the tenants without delay. The tenants have been provided a Monetary Order in the amount of \$403.01 to serve and enforce if necessary.

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: June 03, 2016

Residential Tenancy Branch