



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 and requests a Monetary Order related to repairs and cleaning costs following this tenancy.

Both parties attended the hearing, and exchanged a significant volume of documentary and photographic evidence. Included in the tenants' evidence was reference to a cross application. No formal application in this regard was ever filed by the tenants, and I therefore have considered only the landlord's claim. Should they wish to pursue a claim as against the landlord, the tenants remain at liberty to file an application for dispute resolution.

Issues to be decided:

I am asked to determine whether the tenant is liable for the costs of the landlord for repairs and cleaning following the ending of this tenancy.

Background and Evidence:

This tenancy began February 1, 2013 and ended February 29, 2016. No condition inspection report was prepared at the start of the tenancy, or at the end of the tenancy.

The landlord alleges that at the end of the tenancy, after the tenants' attempt to repaint the walls had dried, crayon markings made by the tenants' children remained visible, and he was obliged to have the walls repainted. The railing newels were also left marked and coloured, and had to be sanded and re-stained. The front lawn required repair. Sink pop ups and strainers had to be replaced. A desk was left abandoned, and had to be removed to the dump. Light bulbs were missing. Some cleaning and mold and mildew removal had to occur. The landlord seeks compensation for the costs of all this work.

The tenants allege that they left the premises in a better condition than when they moved in. While not denying that the walls were marked by the children, they had the walls repainted. The landlord advised them when they left that the premises had been left in a reasonable condition, and the tenants left under the impression they had done what was required. They allege the yard was not in good repair when the tenancy began. The sink pop ups and drains were missing from the start of the tenancy. The mold and mildew in the bathroom was there when they moved in. They had to do a lot

of cleaning when they first moved in, and had to request a number of repairs during their tenancy.

Analysis:

In general, tenants must maintain "reasonable health, cleanliness and sanitary standards" throughout a rental unit, and are 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. Tenants are also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenants or their children or guests. Tenants are not responsible for reasonable wear and tear to the rental premises, or for cleaning to bring the premises to a higher standard than that set out in the Residential Tenancy Act. Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenants have used the premises in a reasonable fashion.

At the beginning of the tenancy the landlord is expected to provide the premises in a reasonable state of repair. The landlord is required to conduct a condition inspection with the tenants at the start of the tenancy (and again at the end) and prepare a report that reflects the condition at those times. In a case where no inspection has occurred, and no report prepared by the landlord, the onus of proof lies with the landlord to indicate on the preponderance of evidence, that the alleged damage or lack of cleaning by the tenant should be found compensable.

The landlord's claim for repair of the front lawn is dismissed as unproven. I am provided with no inspection report indicating the condition of this area at the start of the tenancy. While it is possible that the tenants neglected this area, it is also possible on the evidence that the area was poor to begin with, as alleged by the tenants.

The landlord's claim for replacement pop ups and strainers is dismissed as unproven. A move-in inspection report would have confirmed the presence or absence of these sink issues, and the landlord has not proven, on the required balance of probabilities, that these were in place when the tenancy began.

The landlord's cost to repaint the walls is awarded in the sum of \$1,522.50. While the tenants attempted to repaint the walls, I accept that the markings bled through the paint, and remained visible once the paint had dried. I note that the landlord's painter was required to seal these areas with a specialty primer, before repainting, a step it appears that the tenant's painter neglected to take. The work of the tenants' painter was insufficient to seal the crayon markings from bleeding through the walls, and this is resulting damage not wear and tear to the walls.

The landlord's cost to sand and stain the newell posts is awarded in the sum of \$236.25. I accept that the markings on these posts, as evidence in the landlord's photos, were a result of further marking by the tenants' children. The tenants are found liable for this damage.

The landlord's cost to dump the abandoned desk of the tenants is awarded in the sum of \$18.81. I accept that it was the tenants' responsibility to dispose of this garbage, and that the tenants are liable for the disposition costs.

The landlord's cost for light bulbs is awarded in the sum of \$73.31. If in fact bulbs were missing or burned out at the start of the tenancy, the tenants should have required the landlord to replace them at that time. When the tenancy ended, the costs of missing or burned out bulbs reverted to the tenants.

The landlord's cost for cleaning is dismissed. While some areas were not cleaned to a state of perfection, or to the landlord's eventual satisfaction, there is no agreed baseline from a move-in condition inspection report to compare the levels of cleanliness as between the start and end of the tenancy. The obligation to prepare this report lay with the landlord, and he is held responsible for the failure to do so.

As the landlord is successful as to a good portion of the claim, the recovery of his \$100.00 filing fee is awarded.

Conclusion:

The total sum awarded is \$1,850.87. An enforceable monetary order requiring the tenants to pay this sum immediately to the landlord is issued 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: August 19, 2016

Residential Tenancy Branch

