



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, FF

Introduction

In the first application the landlords seek compensation for cleaning and for damage to the premises.

In the second application the tenants seek return of their security deposit and for damages for having been provided with a defective washer/dryer unit and for the cost of cleaning.

All parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenants failed to leave the premises reasonably clean and free of damage? Was the supplied washer/dryer defective? Are the tenants entitled to recover money expended having the premises cleaned?

Background and Evidence

The rental unit is a one bedroom condominium unit.

The tenancy started in November 2015 for a six month fixed term ending May 15, 2016.

The monthly rent was \$2200.00, due on the 15th of each month in advance.

The landlords received and still hold an \$1100.00 security deposit.

The tenants gave notice and vacated the premises April 15, 2016, before the end of the fixed term. The landlords make no claim for rent for the remainder of the term. They were able to re rent the premises for May 1.

The tenants hired a professional cleaning company to clean the condominium at the end of the tenancy. The landlords say that cleaning was not sufficient.

The landlord Ms. C.B. produces photographs showing a bathroom drawer containing lint and a spilt powder, the glue remains of a sticker on the fridge door, and a bit of splatter on the kitchen ceiling.

She testifies and provides photographic corroboration showing a burn mark on the arm of a sofa, burn marks on the surfaces of two bedside tables, gouge marks on the lintel or header of two doors, a dent in the fridge and a mark and ink line on a wall.

The landlords could have called the tenants' cleaner to return and attend to the complained of items but, she says, the landlords were in a hurry to have the rental unit cleaned and so did the cleaning themselves. She says the two landlords each spent four hours cleaning. They seek \$160.00 for that work.

The tenant Mr. M.M. denies the damage saying it is not as pronounced as in the landlords' photos. He says he can't understand how the table burns got there and opines that as neither of them smokes the table burns were caused by candles and the sofa burn caused by an ember from the fireplace. He hadn't noticed the sofa burn until he saw the landlords' photos.

He complains that the landlords did not give them official notice to conduct an official inspection at the move out.

Mr. M.M. says that the dryer portion of the washer/dryer unit did not work properly and destroyed some of the tenants' clothes. The tenants claim \$400.00.

At the tenants' request, Mr. W.C., the professional house cleaner was called but did not answer his telephone.

In response, the landlords refer to text messages showing that the tenants declined the offer of an inspection at move-out. They say the dryer worked properly but that as it uses steam, the clothes come out slightly damp, as intended.

Analysis

I find that the tenants refused to participate in the move-out inspection offered by the landlords. Even if it were otherwise, under s. 36(2) of the *Act*, the landlords' failure to comply with the move out inspection requirements of the *Act* would only have resulted in the extinguishment of their right to claim against deposit money for damage to the premises. It would not have affected their right to claim against the tenants for damage to the premises or to claim against the deposit money for cleaning.

Section 37 of the *Residential Tenancy Act* (the "*Act*") imposes on a tenant the obligation to leave premises "reasonably clean and undamaged, except for reasonable wear and tear."

Not unusually, a landlord taking over a rental unit and looking for new tenants has a markedly different view of what "reasonably clean" means from that of the tenant, usually in a rush to move out and into new accommodation.

On the evidence presented I find that the tenants did leave the premises reasonably clean but for the bathroom drawer. I consider \$20.00 to be an adequate compensation for someone to give it a wipe with a damp cloth and I award that to the landlords.

Regarding the offer of the tenant's cleaner to return and re-clean, the landlords were under no obligation to permit him back into the rental unit.

Based on the evidence before me it is difficult to comprehend what the two landlords would have been cleaning for a total of eight hours.

The damage to the landlords' furniture is a different matter. The burns on the bedroom side tables are significant and seriously diminish the value of the furniture and the amenity of the room. Mr. M.M.'s attempt to downplay the damage markedly diminished his credibility generally. The idea that a candle might have caused the burns is perhaps plausible, but certainly, it would only have taken one burn to instill the tenants with caution. The photos show three large burns on one table and two on the other. In addition there are what appear to be six or seven smaller burn marks on the most damaged table.

The burn on the arm of the sofa is approximately 1 cm in diameter and is clearly a burn. It could not reasonably have gone unnoticed by anyone who sat there.

The damage to the door lintels was likely caused by the brackets or hangers intended to rest on top of a door. The damage is such that closing the doors must have produced a significant resistance and noise. Clearly the tenants would have been aware of the scouring of the wood. Even in the unlikely event that they were not, they are still responsible for this damage.

Most all of damage is the result of outright carelessness or disregard on the part of the tenants. All of it, including the fridge dent, is beyond what could be considered reasonable wear and tear.

The landlords have not had any of the damage repaired. They have not obtained any advice about the cost of repairs. At best they estimate they paid \$800.00 for the sofa two years ago. I am left with no reasonable basis upon which to accurately assess the loss.

The landlords claim \$300.00 for the two tables and \$90.00 for the sofa. In all the circumstances, I consider those amounts moderate and I award them \$390.00.

In total the landlords are entitled to a monetary award of \$410.00.

The tenants did not explain why the landlords should pay for the cost the tenants incurred in cleaning the premises at the end of the tenancy. I can think of no basis for such a claim. I dismiss this item.

The evidence regard the effectiveness of the dryer portion of the washer/dryer unit is equivocal. I find the tenants, who bear the initial burden to prove their claim, have not done so. I dismiss this item of the claim.

Conclusion

The landlords are entitled to a monetary award of \$410.00 plus recovery of the \$100.00 filing fee.

The tenants' claim is dismissed.

I authorize the landlords to retain \$510.00 from the security deposit they hold. The tenants will have a monetary order against the landlords for the balance of \$590.00.

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: September 30, 2016

Residential Tenancy Branch