



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order for compensation for damage and cleaning; and, authorization to retain the security deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Although the landlord filed this application in January 2016 the landlord did not send its evidence package to the tenant until August 5, 2016. The tenant acknowledged receipt of the landlord's evidence approximately one week prior to the hearing. The tenant indicated that he did not have sufficient time to submit evidence of his own but indicated he was prepared to respond to the evidence. The tenant stated that he wished to proceed with hearing the dispute on this date rather than adjourn the matter. Accordingly, I deemed the tenant sufficiently served with the landlord's evidence and I have considered it in making this decision, along with the oral testimony of both parties. The landlord is cautioned that evidence that is available at the time of filing is to be served at the same time as the application or as soon as possible but no later than 14 clear days before the hearing. Failure to serve evidence as provided in the Rules of Procedure may be grounds for excluding evidence.

Issue(s) to be Decided

1. Is the landlord entitled to recover the amounts claimed against the tenant?
2. Is the landlord authorized to retain the tenant's security deposit?

Background and Evidence

The tenancy commenced in July 2009 and the tenant paid a security deposit of \$850.00. The tenancy ended on December 30, 2015.

At the start of the tenancy a move-in inspection report was prepared by one of the landlord's agents at the time and the tenant signed the report.

The tenant and the landlord's agent participated in the move-out inspection together but the tenant did not agree with all of the landlord's assessments of the property and the tenant did not authorize the landlord to make deductions from the security deposit. Accordingly, the landlord filed this application seeking resolution.

Below, I have summarized the landlord's claims against the tenant and the tenant's responses.

Item	Amount	Landlord's reasons	Tenant's responses
Carpet cleaning	\$236.25 as amended	Tenant did not clean carpets at end of tenancy. Carpets in good condition after cleaning.	The carpeting was quite old and the carpeting had damage when he moved in.
General cleaning	\$400.00	The rental unit is large (approx. 2,000 sq. ft.) and was dirty in many areas at the end of the tenancy. It took 10 hours to clean. The landlord was charged \$40.00 per hour for a total bill of \$400.00. The tenant was provided a cleaning checklist two weeks prior to the end of tenancy and could have engaged his own cleaners to save costs but did not. See move-out inspection report and photographs.	Some additional cleaning was required such as behind the fridge and stove. But, amount claimed by the landlord is unreasonably high. Agreeable to a charge between \$200.00 and \$250.00.
Painting	\$398.00	The unit needed to be repainted after the tenancy ended to cover up the odour that resulted from the tenant's lack of cleanliness. The landlord could not state when the unit was last painted.	The unit was in need of repainting in any event but that is because the unit had not been painted in years. The tenant did not smoke or damage the walls and any marks were normal wear and tear.
Chimney and fireplace cleaning	\$45.00	Fireplace and chimney had been used for five years and were not cleaned.	Tenant agreeable to this charge.
Total claim, as amended	\$1,079.25		

As evidence for this proceeding, the landlord provided copies of the tenancy agreement; the move-in and move-out inspection report; invoices and receipts; and, photographs.

Analysis

Under section 32 of the Act, a tenant is required to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit. Under section 37 of the Act, a tenant is required to leave a rental unit reasonably clean and undamaged. The Act also provided, in sections 32 and 37 that reasonable wear and tear is not damage and a tenant is not required to repair reasonable wear and tear. Residential Tenancy Branch Policy Guideline 1 provides that tenants are generally held responsible for cleaning the carpets if they have occupied the rental unit for more than one year in order to meet their obligation to leave the unit reasonably clean.

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

Carpet cleaning

Since the tenant occupied the rental unit for well over a year and it is undisputed that he did not have the carpets cleaned at the end of the tenancy, I find the landlord entitled to recover this cost from the tenant. Whether the carpets had pre-existing damage or were old is not an exemption to the obligation to leave the carpets in a clean condition. Therefore, I award the landlord \$236.25 as requested.

General cleaning

Based upon the tenant's acknowledgement and the landlord's photographs I accept and find that the rental unit was not left sufficiently clean in multiple areas and that additional cleaning was warranted. The tenant's primary objection was that the amount charged was high. Generally, I would view \$40.00 per hour for a house cleaner to be excessive; however, in this case, I note that the cleaner was tasked with a more challenging cleaning task than usual, such as having to remove layers of caked on urine from the toilet. Therefore, I find the hourly charge of \$40.00 is within reason in this case and I grant the landlord's request to recover \$400.00 from the tenant for cleaning.

Painting

It was undisputed that painting was needed in this unit at the end of the tenancy; however, the reason for this need appears to be two-fold. I heard that the unit had an odour, which I accept after viewing the landlord's photographs, and I accept that odour may be improved by painting the walls. However, I must also consider that this unit had not been painted in several years. Considering Residential Tenancy Branch Policy Guideline 40: *Useful Life of Building Elements* provides that interior paint has an average useful life of four years; this tenancy started well over four years prior in 2009; and the unit was not painted during the tenancy, I find that repainting of this unit was likely warranted due to its age and wear and tear that a landlord is to expect over that many years. Also of consideration is that I was not presented evidence to suggest a sealant or multiple coats of paint were required to mask the odour in the unit. Therefore, I find

the landlord has not satisfied me that the tenant is responsible for the cost to repaint the unit and I deny this portion of the landlord's claim.

Chimney and fireplace cleaning

Since the tenant was agreeable to this charge, I award the landlord \$45.00 as requested.

Filing fee

Since the landlord was partly successful in this application I award the landlord recovery of one-half, or \$50.00, of the filing fee paid for this application by the landlord.

Security Deposit and Monetary Order

The landlord has been awarded compensation totalling \$731.25 by way of this decision. The landlord is authorized to deduct this amount from the tenant's security deposit and I order the landlord to return the balance of \$118.75 to the tenant without delay. In keeping with Residential Tenancy Branch Policy Guideline 17, I provide the tenant with a Monetary Order in the amount of \$118.75 to ensure my order is fulfilled.

Conclusion

The landlord has been authorized to deduct \$731.25 from the tenant's security deposit and must refund the balance of \$118.75 to the tenant without delay. The tenant is provided a Monetary Order in the amount of \$118.75 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: September 22, 2016

Residential Tenancy Branch