



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNR, MNSD

Introduction

This is an amended application brought by the Landlord requesting a monetary order in the amount of \$2395.81. The applicant is also requesting an order to retain the full security deposit of \$800.00 towards the claim and is requesting recovery of his \$100.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The parties agree that this tenancy began on September 28, 2013 and ended on May 28, 2016.

The parties also agree that the tenants paid a security deposit of \$800.00 at the beginning of the tenancy.

The parties also agreed that the female tenant failed to complete the moveout inspection with the landlord, and refused to sign the moveout inspection report stating she felt uncomfortable.

The landlord testified that the tenants left the rental unit in need of some cleaning and repairs and as a result is requesting the following:

Painting

The landlord testified that he was requesting the cost of painting the rental unit because the tenant did not paint the whole unit when he moved out, he only painted spots, and therefore the whole unit had to be repainted. The landlord further stated however, that he is not pursuing the painting at this time as he now realizes that since the unit had not been painted for six years it would be his responsibility to repaint the unit anyway.

Grounds remediation

The landlord testified that the tenants were supposed to maintain the grounds at the rental property and they failed to do so, and as a result, at the end of the tenancy, there was an extensive amount of yard work to be done. He further testified that you can see by the photos that the rental property was left in very poor condition, and as a result he had to hire a grounds crew to remediate the yard.

The tenants testified that they took good care of the rental property during the tenancy, however since they were preparing for move they did not do yard work for approximately 3 weeks before they moved, which was in the prime growing season, and therefore they do not dispute that some yard work was required however they believe the landlords claim is excessive.

Electrical/water bill

The landlord testified that at the end of the tenancy the tenant still owed \$130.51 for 24 days of electricity/water costs.

The tenants testified that they do not dispute the landlords claim for the utilities.

Cleaning

The landlord testified that, as you can see by the substantial amount of photo evidence he supplied, the tenants left the window frames in need of significant cleaning, as there was dirt and mold buildup in the bottom of all of the window frames. He further states that he spent approximately 1 hour per window, on a total of 20 Windows, and he is therefore requesting \$20.00 per hour for a total of \$400.00 for cleaning the windows.

The tenants testified that they do not dispute that there was some cleaning required, however they believe the amount claimed by the landlord is excessive and therefore do not believe they should have to pay \$400.00 for cleaning windows.

Further arguments

The tenants further stated that after his wife decided not to complete the moveout inspection with the landlord, he spoke with the landlord himself and asked the landlord if there were any concerns, and the landlord stated that the only concern was the painting. No mention was made of the need for cleaning windows or of yard remediation.

In response to the tenant statement the landlord denies ever saying that the only concern was the painting, and reiterates that he did mention the need for cleaning and yard remediation.

Analysis

Painting

As the landlord now realizes, landlords must expect to have to paint rental units approximately every four years, and therefore since this rental unit had not been painted for at least six years, the landlord cannot charge the tenant anything for the cost of repainting the rental unit.

Grounds remediation

After reviewing the photo evidence provided by the landlord, I find it hard to believe the tenants claim that the yard had only been left for approximately 3 weeks without normal maintenance, as is obvious that this yard is in very poor condition.

The Residential Tenancy Guideline #1, states that the tenant is responsible for doing routine yard maintenance including such things as cutting grass and weeding etc. however that section also states that the landlord is generally responsible for major projects such as cutting trees, pruning, and insect control.

It is my finding therefore that, although I accept that the tenant is liable for a portion of the grounds remediation, I will not allow the full amount, as the landlord did have some pruning done, and removal of some garden plants. It's my decision therefore that I will allow 50% of the cost of the grounds remediation.

Electricity and water Bill

The tenants do not dispute the electricity and water Bill and therefore I allow the full reduced amount of \$130.51.

Cleaning

The Residential Tenancy Guideline #1 also states:

WINDOWS

The tenant is responsible for cleaning the inside windows and tracks during, and at the end of the tenancy, including removing mould. The tenant is responsible for cleaning the inside and outside of the balcony doors, windows and tracks during, and at the end of the tenancy

In this case, after viewing the photo evidence it's obvious that these window tracks were left in need of significant cleaning, including removing mold, and I therefore allow the full amount claimed by the landlord for cleaning.

Therefore the total amount of the claim that I have allowed is as follows:

Grounds remediation	\$228.37
Electrical and water Bill	\$130.51
Cleaning	\$400.00
Filing fee	\$100.00
Total	\$858.88

As shown above I have allowed the landlords request for recovery of the \$100.00 filing fee because, even though the landlord did not established the full claim, the landlord did establish a significant claim against the tenants.

Conclusion

Pursuant to section 67 and 72 of the Residential Tenancy Act I have allowed a total claim of \$858.88, and I therefore order that the landlord may retain the full security deposit of \$800.00, and I have issued a monetary order in the amount of \$58.88.

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: December 14, 2016

Residential Tenancy Branch