



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BOLLD REAL ESTATE MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

The landlord applies for a monetary award for the cost of cleaning, repair and junk removal.

The tenant Mr. J.C. did not attend the hearing. The tenant Mr. R.R. confirmed Mr. J.C. knew of the hearing but was not available. He did not request an adjournment.

The listed persons 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

Did the tenants fail to return the rental unit in a reasonably clean state and free of damage? What is the proper measure of damages?

Background and Evidence

The rental unit is a four bedroom house. The written tenancy agreement shows that the tenancy started in November 2015 for a one year term and ended November 30, 2016. The monthly rent was \$3250.00. The tenants paid a \$1625.00 security deposit. The landlord returned all but \$909.00 of it; the amount of its current claim.

Ms. M. for the landlord presented a move-out inspection report signed by the tenant Mr. R.R. In it he agreed to the state of the premises as disclosed by the report. Mr. R.R.

agreed to: 1. "cleaning @ \$89 / hour for 2 cleaners" 2. "repair for ceiling in livingroom will provide quote" and 3. "repair to 3rd bedroom windowsill (quote)."

No quotes were ever provided to the tenants.

The landlord hired professional cleaners for four hours at \$75.00 per hour for two cleaners and claims \$300.00. The landlord hired a handyman to conduct the living room ceiling repair and to a handyman to patch and paint two and one half walls in the upstairs bedroom after removing a desk and another article of indeterminate use that were both attached to a wall. The handyman also patched the living room ceiling and removed bags of garbage and cardboard left at the side of the house.

Ms. M. produced a number of before and after pictures to substantiate the state of the premises. She confirms that the third item from the move out inspection is not being claimed. Apparently the new tenant took care of it.

The attending tenant says he thought the cleaners would charge \$39.00 per hour not \$89.00 (for two cleaners). He says the bags of garbage were left because the community garbage pickup was at its limit and they'd have to taken out later. He says he offered to take them away but the landlord's representative, Ms. M. told him not to worry about it.

He says that articles left in the crawlspace, as shown in the landlord's photos, were the owner's things that were there on move in.

He says he and Mr. J.C. hired cleaners and he and Mr. J.C. cleaned as well.

Analysis

A tenant's responsibility at the end of the tenancy is to leave the rental unit "reasonably clean" and free of damage but for reasonable wear and tear. Unsurprisingly, the opinion of a landlord who wants to have new tenants move in and the opinion of a tenant eager to move on to his or her next residence can differ markedly over what "reasonably clean" means.

I have reviewed the evidence and determine that the premises were not within the definition of "reasonably clean." There was an unusual amount of dirt and debris in the crooks and crannies, the sills and baseboards. The kitchen drawers were not cleaned. Various of the appliances appear never to have been cleaned.

I consider the landlord's cleaning cost of \$300.00 to be reasonable in the circumstances and I award that amount to the landlord.

The handyman's bill for wall and ceiling repair is reasonable. However, I prefer the tenant's direct, sworn testimony about the crawlspace items over the second hand evidence of Ms. M. relating what the owner told her. The tenant's are not responsible for the items removed and disposed of from the crawlspace.

I award the landlord \$509.00 of the handyman's bill.

Conclusion

The landlord is entitled to a monetary award totalling \$809.00 plus recovery of the \$100.00 filing fee for this application. I authorize the landlord to retain the \$909.00 remainder of the security deposit in full satisfaction of the award.

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 13, 2017

Residential Tenancy Branch