



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MND, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlords and Tenants were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Did the Tenant leave the unit unclean and with damages?

Is the Landlord entitled to the costs claimed for cleaning and repairs to the unit?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The following are agreed facts: The tenancy started on March 1, 2015 and ended on November 18, 2016. The security deposit was dealt with in a previous decision. The Parties mutually conducted both a move-in and move-out inspection with condition reports copied to the Tenants. The Tenant provided it forwarding address at the move-out inspection on November 18, 2016. The Tenants owe the Landlord's \$13.43 as the costs of replacing the shower head. The Tenants are entitled to a return of \$45.00 from the Landlord to reimburse the Tenants for the costs of installing screens in the unit.

The Landlord states that the Tenant failed to leave the unit reasonably clean. The Landlord claims \$170.29 as the costs to clean the unit and \$140.00 as the cost to clean the carpet. The Landlord provides receipts for these costs and it is noted that the cleaning costs includes the cost of a halogen light bulb for \$10.26. The Landlord states that this was to replace a burned out bulb from a recessed light in the kitchen. The Tenant states that the only cleaning done by the Tenants was light tidying and vacuuming of floors. The Tenant did not steam clean the carpets. The Tenant believes the amount claimed as costs are high and state that an hourly cleaning rate would be between \$11.50 and \$12.50 per hour. The Tenant disputes responsibility for replacing the halogen bulb stating that no lights were burned out at move-out and nothing is noted on the move-out report.

The Landlord states that the unit walls all required painting as the Tenants left the walls with dirt, crayon marks, holes and dents. The Landlord states that the unit was new at move-in and painted likely in February 2015. The Landlord states that although there were pre-existing damages to the walls by the contractors no reduction was made in the costs claimed. The Landlord states that at the end of the tenancy a pool of water was left in the laundry room and that it required a shop vac to remove. The Landlord states that the Tenants caused this pool from either doing laundry or from their mopping up. The Landlord claims \$836.33 for the painting, including \$40.50 for the shop vac costs. The Landlord provides an invoice for this cost.

The Landlord states that they had to make repairs to the unit as follows: filling in and painting marks on walls, replacing a rusted shower rod, replacing the shower head, replacing a broken blinds, repairing the towel bar, replacing a kitchen faucet filter and removing a shelf installed by the Tenants. The Landlord claims \$113.40 for this labour and provides an invoice. The Landlord states that there is no claim for material costs to replace the blinds.

The Tenant states that the walls were damaged by poor painting at move-in as is noted in the move-in report. The Tenant states that several of the Landlord's photos are of damages that were present at move-in. The Tenant points to Landlord photos #16, #17 and #19 that depict the pre-existing damage. The Tenant states that at the outset of the tenancy the Landlord told the Tenants that they could hang pictures on the walls. The Tenant states that they only hung a couple of pictures that were very light and did not require anchors so the Tenants used small

nails for hanging. The Tenant points to the Landlord's photo #23 that shows the nail marks from their pictures. The Tenant states that photo #25 is not of any area in the unit and that there was no such mark like that at move-out. The Tenant states that there are repeat photos of the walls taken from different perspectives. The Tenant states that the Landlord also gave them permission to install a shelf on the walls at move-in and never said anything about removing it at move-out. The Tenant states that the Landlord is double billing by claiming the costs for painting the wall marks and again claiming the costs for painting the entire unit. The Tenant states that they have no idea why the shower rod would rust but that they did nothing to it themselves. The Tenant states that tenants in a couple of other units have had the same problem with rusting shower rods. The Tenant states that the towel bar was loose with paint chips around it at move-in and the kitchen faucet filter was also missing at move-in.

The Landlord states that the person who conducted the move-in on behalf of the Landlord is no longer an employee. The Landlord states that photo #25 shows the unit floor with something on it, possibly a piece of paper and that this was provided to show the unclean state of the unit.

The Tenant states that there was no pool of water at move-out. The Tenant states there may have been a couple of water drops and a ring left from the mop pail. The Tenant states that shop vac would not have been necessary. It is noted that the move out report indicates a flooded area. The Landlord states that nothing was leaking to cause the flood, that the water was to the extent that it could not be simply wiped and that they did not question the hourly cost for the clean up with the wet vac.

#### Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Residential Tenancy Policy ("RTB") Guideline #1 provides that generally a tenancy of a year will require steam cleaning of the carpets. The tenancy was over a year. Given the Tenant's evidence of the minimal cleaning to the unit and that the carpets were not steam cleaned at move out I find that the Landlord has substantiated that the Tenant failed to leave the unit reasonably clean. As I consider the Landlord's cleaning costs to be within a generally accepted hourly trade charge and given the provision of an invoice, I find that the Landlord has substantiated costs to remedy the Tenant's cleaning failure. Given the lack of any note on the move-out report of a burned out lightbulb and considering the Tenant's evidence that no light

was burned out at move-out I deduct the claimed cost of \$10.26 for replacing the halogen lightbulb from the clearing costs leaving **\$160.03**. The Landlord is also entitled to **\$140.00** for the carpet cleaning costs.

RTB Policy Guideline #1 provides that if the tenant follows the landlord's reasonable instructions for hanging and removing pictures/mirrors/wall hangings/ceiling hooks, it is not considered damage and he or she is not responsible for filling the holes or the cost of filling the holes. It is undisputed that there was preexisting damage on the walls of the unit. I accept the Tenant's evidence that the Landlord gave the Tenants approval to place a shelf on the walls of the unit at move-in without any instructions for its removal at the end of the tenancy. Taking into account the photos that show the pre-existing damage as identified by the Tenant, this leaves only photos showing a few nicks, a couple of light wall smudges and no photos of crayon marks. The Landlord's claim for painting costs greatly exceeds what could be reasonably expected for repair costs to the limited damage caused by the Tenants. I also consider the small size of some of the wall nicks to be reasonable wear and tear. Finally, the Landlord made no effort to reduce the costs being claimed by making any deduction for pre-existing damage. For these reasons and as it cannot be determined from the invoice what the costs may have been in relation to the damage caused by the Tenants, I dismiss the claim for painting costs. Given the notation on the move-out report of a floor flooded, I find that the Landlord has substantiated the costs claimed of **\$40.50** for the shop vac.

As the Landlord has not claimed that the Tenants caused damage to the blinds I find that the Landlord is not entitled to costs for the repairs to these items. Without any evidence of actual causation for the rust on the shower rod I find that the rust is a product of wear and tear on a faulty product. Given the evidence of the state of the towel bar with corresponding wall damage at the outset of the tenancy I find that the Landlord has not substantiated that the Tenant's caused damage to the towel bar. Even if the Tenants had not given evidence that the faucet filter was missing at move-in without any actual evidence of tampering, I find that the Landlord has not substantiated that the Tenant caused the loss of the faucet filter. The invoice for the labor costs does not identify the costs for replacing the shower head or for painting nail holes. For the above reasons I find that the Landlord is not entitled to the labor repair costs claimed and I dismiss the claims for \$113.40. Given the Tenant's agreement on the costs of the shower head I find that the Landlord has substantiated the claimed replacement costs of **\$13.43**.

As the Landlord's application has met with minimal success I find that the Landlord is only entitled to half the filing fee in the amount of **\$50.00** for a total entitlement of **\$403.96** (160.03 + 140.00 + 40.50 + 13.43 + 50.00). I deduct the agreed amount owing to the Tenants of **\$45.00** leaving **\$358.96** owed by the Tenants to the Landlord.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$358.96**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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 09, 2017

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Residential Tenancy Branch