



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNR, MNSD, MNDC, FF.

### Introduction

The landlords' apply for a monetary award for unpaid utilities, cleaning, the cost of a door repair and for the cost to replace a central vacuum unit.

The listed parties and their assistants attended the hearing on the stated days 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 show that the tenants left the premises as rented and in reasonably clean condition without damage but for reasonable wear and tear?

### Background and Evidence

The tenants are the former owners of the four bedroom plus basement suite home. In June 2016 they sold the home to the landlords and rented back the four bedroom upper portion. The tenancy was for a three month fixed term ending September 30, 2016 after which the tenants would vacated. The rent was \$1600.00 per month and the landlords hold an \$800.00 security deposit.

The parties conducted a move-in inspection and a report was prepared. They also conducted a move-out inspection on October 15, 2016. The tenants did not agree with the move-out report and declined to sign it.

Prior to the hearing the tenants acceded to the landlords' claims for \$212.00 for cleaning (Items 1, 2 and 3 of the Monetary Order Worksheet) and \$226.45 for outstanding utilities (Items 5, 6, 7 and 8 of the Worksheet).

The remaining items in dispute are the landlords' claim for yard cleanup/garbage removal, a door repair and the cost of a central vacuum unit.

The landlord Ms. R.G. testifies that the home has a built in central vacuum system. She says that when the landlords regained possession at the end of September, the vacuum unit that had been screwed to the wall of the garage was gone. The landlords purchased a new one for \$671.99.

She says that the tenants left a considerable amount of garbage in an outside shed. He refers to the signed statement of M.L. who records the contents of the shed at the move-out inspection as: three toilets, old paint pails and cans, numerous planters, old light fixtures and lamps, two blue water barrels, two portable grills, tires, shelf parts, a wooden desk, bags of fertilizer, four or five bags of water softener, broken chairs, jerri cans, used oil in pails, vehicle fluids, a broken patio table, rotten wood from the shed, metal rebar pieces, a propane tank and several boxes.

The landlords paid a man \$282.77 to haul the junk away. That charge included a \$72.77 dump fee.

She says she had taken pictures of the premises to use as evidence but that her phone was lost and with it all the photos.

Mr. R.G. a witness, says that at the end of the tenancy a bi-fold door covering the furnace in the garage had two holes in it. The landlords paid a man \$200.00 to tape, putty, sand, prime and paint the doors.

Mr. R.G., testifies that the vacuum was there in the garage at move-in.

Ms. P. Brar for the tenants says that the tenant Mr. G.S. told her that the vacuum had stopped working back when he owned the home and so he had thrown it out. She notes that the vacuum is not in the purchase and sale agreement that lists various items included with the home such as a washer, dryer, dishwasher, fridge and stove.

She says the shed was sold to the landlords "as is" and so the items in the shed belonged to them. The tenants were not responsible to move them.

She says that the bi-fold door in the garage was damaged before the home was sold and so the landlords must take it that way.

In response Ms. R.G. says she was in the garage in May 2016 just before the sale of the home closed and she saw the vacuum mounted on the garage wall. At the move-out she asked the tenant Mr. G.S. where it was and he was silent.

### Analysis

#### The Vacuum

The evidence satisfies me that the vacuum canister forming a part of the central vacuum system in the home was there, attached to the garage wall at the time the purchasers inspected the home. I prefer the direct testimony of Ms. R.G. given under oath to the second hand evidence given by Ms. P.B.

The vacuum canister was a fixture. It would be a fairly weighty item. It was attached to the home by screws but also, more importantly, its vacuum hose was plumbed into and affixed to the home, with hose and outlets running to each room. It was affixed to the home for the better use of the home, not for the better use of the vacuum canister.

The sale agreement provides that all fixtures there at the time of inspection are passed to the purchasers. While various appliances are specifically listed in clause 13 and the vacuum is not, neither is it denoted in the area of the clause reserved for "excluded" items. It is a fixture and went with the sale.

I do not think it likely that a homeowner would go to the extent of detaching and removing the vacuum canister without having a replacement ready to install. I consider it most likely that the canister was there at move it. Thus the tenants are responsible to see that it was there at the end of the tenancy.

I accept the landlord's evidence that a replacement vacuum cost the \$671.99, as per the invoice submitted. At the same time, the vacuum was nine or ten years old, the house having been built in 2007. The tenants are not responsible for replacing the old with something new. That would result putting them in a better position than had the canister not been removed.. Residential Policy Guideline 40, "Useful Life of Building Elements" sets out the expected life span of various parts of a home. Central vacuum canisters are not listed. However, having regard to similar items that are listed, I assess the reasonable life of the vacuum canister to be 25 years. I assess the canister's remaining useful life to be 15.5 years.

I award the landlords 15.5 25ths of the cost new; an amount of \$416.65.

#### The Shed Garbage

The tenants did not sell the landlords the contents of the shed. They were responsible to remove them. I award the landlords the cost of doing so: \$282.77.

#### The Bi-fold Door

I am not satisfied that damage to a bi-fold door in a garage is damage that would normally be noted on a move-in inspection report. While in the standard report used here there are areas to denote the condition of doors in each of the interior rooms, there is no such area to mark the condition of any doors in the garage.

The fact that the move-in report does not note damage to the bi-folds is not, in my view, indicative that there was not damage existing at that time.

I find that the landlords have not proved the bi-folds were damaged during this tenancy. I dismiss this item of the claim.

#### Conclusion

The landlords are entitled to a monetary award of \$212.00 for house cleanup, \$282.77 for garbage removal, \$226.45 for utilities and \$416.65 for the depreciated cost of the vacuum; a total of \$1137.85. The landlords are entitled to recover the \$100.00 filing fee for this application, resulting in a final total of \$1237.85. They hold an \$800.00 security deposit. I authorize them to keep the \$800.00 deposit and I grant the landlords a monetary order against the tenants for the remainder of \$437.85.

The landlords' application refers to an MNR code indicating a claim for rent. No such claim was advanced at the hearing and I dismiss it.

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: January 24, 2018

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Residential Tenancy Branch