



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WHITWORTH HOLDINGS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

The landlord applies for a monetary award for the cost of cleaning and repair to the premises after the end of the tenancy.

All parties attended the hearing, the landlord represented by Ms. B., 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 leave the premises reasonably clean and undamaged but for reasonable wear and tear as required by s. 37(2) of the *Residential Tenancy Act* (the “Act”)?

### Background and Evidence

The rental unit is a two bedroom “plus den” townhouse. The tenancy started in July 2014 and ended July 16, 2017. The landlord received and still holds a \$507.00 security deposit.

At the start of the tenancy the parties conducted a move-in inspection and a report was prepared. It was not filed as evidence in this proceeding.

The landlord’s representative Ms. B. and the tenants did a move-out inspection together on July 16, 2017. Ms. B. testifies she cannot recall having any complaints about the

state of the premises at that time. No report was prepared. The tenants returned the keys at that time and provided a forwarding address in writing.

The next day, the landlord's representative Ms. J.F. attended and determined that clearing was required as well as repair to a window that had been covered over with plastic during the tenancy. Also noted were dents in a stairway wall, caused by a baby fence on the stairway. The landlord did not return any of the deposit money and instead brought this application.

Ms. B. says that the landlord's employees attended to the cleaning and the window sill repair. She says the carpets required cleaning as well.

The tenants deny any cleaning was required. They say they were informed that the landlord intended to paint the walls and so washing the walls was not required. They deny damaging the window sill but agree the baby fence caused dents in a wall. Mr. P., a floor installer, says the carpet was very old and needed replacement.

### Analysis

The landlord has put itself in a difficult position. The *Act* requires that it conduct a move-out inspection and prepare a report. The purpose of that requirement is so that the parties can examine the state of the premises together and agree on the condition or else agree on what they disagree about. Each side, while they are in the premises, can then attend to minor matters or can acquire evidence, for example, photographs of disputed areas or items, to later produce as evidence.

In this case the tenants lost that opportunity.

The landlord has submitted eight photographs, none of which show that the premises were not reasonably clean. I dismiss its claim for cleaning.

The evidence does not show that the tenants damaged a windowsill, other than leaving a bit of tape remnant, the removal of which would require inconsequential effort.

Tenants ending a tenancy of a year or more are expected to have carpets cleaned. However, I accept the tenants' undisputed evidence that the carpets were of no value. In any event, there is no evidence before me that the landlord has had the carpets cleaned or that it went any expense to do so.

The small dents caused by the baby fence are, in my view, beyond reasonable wear and tear. However, there is no evidence of any cost or payment for their repair and I think it likely that they would have been repairs as part of the normal preparation work necessary to carry out the painting of the walls that the landlord was going to do. The landlord has not suffered any loss as a result of the dents.

In any event, all the items claimed were readily observable during the move-out inspection and were not noted or commented on by the landlord at that time. For that reason I would have denied its claim for cleaning and repair.

### Conclusion

The landlord's claim is dismissed.

The tenants will have a monetary order for the \$507.00 security deposit.

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: February 01, 2018

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Residential Tenancy Branch