



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$789.22, and requesting recovery of the \$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 applicants have established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The applicants testified that the tenant left the rental unit fairly clean, however some further cleaning was required, mainly to the floors to clean off the residue from the cleaner the tenant had used, wiping out of the fridge, and cleaning the oven.

The applicants further testified that they hired a cleaning company to do the work that charge a minimum of four hours; however the actual time required was probably closer

to three hours. The applicants are therefore requesting that the tenant pay for the cost of having the cleaning done.

The applicants also testified that the tenant left a large gouge across numerous boards of the laminate flooring, and, as a result, a large portion of the floor had to be replaced, as they were unable to just replace the scratched boards. The applicants are therefore requesting an order for the tenant to pay for the cost of the materials and installation.

The applicants also testified that the tenant's vehicle leaked oil on the driveway and, when she was asked to park on the street, she did not do so, and, as a result, there is damage to the driveway where the oil ate right through the pavement. The applicants further stated that this is an older driveway that was in poor condition already, however they are not asking for the tenant to pay for the replacement of the full driveway, only for the portion damaged by the oil.

The landlords are therefore requesting a monetary order as follows:

Cleaning costs \$25.00 X 4 hours minimum	\$100.00
Flooring material cost	\$262.08
Flooring installation cost	\$315.00
Driveway repair cost	\$109.14
Filing fee	\$100.00
Total	\$886.22

The landlords further request an order to retain the full security deposit of \$375.00 towards this claim.

In response to the landlord's testimony, the tenant testified that she believes she left the rental unit very clean, other than the stove, which she did not clean as it is a self-cleaning oven and she did not feel safe, as it reaches such high temperatures when being used. The tenant therefore does not believe that she should be paying anything further for cleaning.

The tenant further testified that she did scratch the floor in the rental unit when moving a piece of furniture, however she further states that the landlords had told her that this laminate flooring was virtually indestructible, and therefore she did not believe moving a piece of furniture would damage the floor. The tenant further stated that she fails to see why such a large portion have the floor had to be replaced when only a few boards were scratched. She therefore does not believe she should have to pay for the full cost to repair the scratched floor.

The tenant further testified that there were only a few drops of oil on the driveway that dripped out of her car before she was able to have it repaired; however she further stated that she did move the vehicle off of the driveway when requested by the landlord. The tenant therefore does not believe she should have to pay for the driveway repair.

In response to the tenant the landlord stated that it was not just the oven that had to be cleaned, the fridge also needed wiping out, and the floors had to be stripped of whatever cleaning agent the tenant had used on them.

The landlords further testified that they could not just replace the boards that were scratched by the tenant; the flooring installer had to remove a large portion of the floor to access the area where the damage occurred, and was not able to reuse much of the flooring that had to be removed. He was able to reuse some of the flooring but they still had to purchase three packages of flooring to replace the damaged section. They further testified that they never told that tenant that the floor was indestructible; they simply said it was commercial grade.

The landlords further testified that there were no oil stains prior to the tenant moving into the rental unit, and there was oil damage after she moved out, and that's why they replaced that portion of the driveway.

### Analysis

It is my decision pursuant to section 62 of the Residential Tenancy Act, that I will not allow the landlords claim for cleaning. Under the Residential Tenancy Act a tenant is responsible to maintain "reasonable health, cleanliness and sanitary standards" throughout the premises. Therefore the landlord might be required to do extra cleaning to bring the premises to the high standard that they would want for a new tenant. The landlord is not entitled to charge the former tenants for the extra cleaning. In this case it is my decision that the landlords have not shown that the tenants failed to meet the "reasonable" standard of cleanliness required.

It is my finding however, that the landlords have shown that the tenant damaged the laminate flooring in the rental unit, and the landlords have provided evidence to show the cost of the laminate flooring, and the cost of installation of the flooring, and it is my decision pursuant to section 62 of the Residential Tenancy Act that I will allow the landlords claim for those costs. The tenant has alleged that the landlords replaced more flooring than required, however it is my finding that the tenant has not met the burden of

proving allegation. Further, it is my finding that the tenant has not met the burden of proving that the landlords ever told her that the flooring was virtually indestructible.

I will not, however allow the landlords claim for repair to the driveway as the evidence clearly shows that this driveway was already in very poor condition and in need of repair, before the tenant's car leaked oil onto the driveway. I accept that the landlords did not repair the whole driveway, however even the portion they did repair was in poor condition and in need of repair prior to the oil leak. Therefore, pursuant to section 62 of the Residential Tenancy Act the landlords claim for the driveway repair is denied.

I will, however allow the landlords claim for recovery of the \$100.00 filing fee as the landlord did still have a significant claim against the tenant.

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

Flooring material cost	\$262.08
Flooring installation cost	\$315.00
Filing fee	\$100.00
Total	\$677.08

The landlord(s) are also requesting an order to retain the security deposit towards this monetary claim, however section 24(2)(c) of the Residential Tenancy Act states:

*24(2) The right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property **is extinguished** if the landlord*

*(c) does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.*

In this case the landlord(s) have testified that a move-in inspection report was not completed.

Further, the landlords have admitted that they received a forwarding address in writing on August 2, 2017.

Therefore since the landlord(s) did not complete a move-in inspection report, the landlord(s) did not have the right to claim against the security deposit for damages and the landlord(s) were required to return the deposit within 15 days of receiving the forwarding address in writing.

Further, section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord(s) did apply for dispute resolution within 15 days; however, since the landlord(s) did not have the right to file such a claim, the landlord(s) are still required to pay double the amount of the security deposit.

The tenant paid a security deposit of \$375.00 and therefore the landlord(s) must pay \$750.00 to the tenant, and therefore I will be set off the \$677.08 amount I have allowed of the landlords claim against that \$750.00.

### Conclusion

Pursuant to section 67 and 72 of the Residential Tenancy Act, I have allowed \$677.08 of the landlords claim, and I have therefore deducted that amount from the \$750.00 double security deposit, required to be paid to the tenant, pursuant to sections 24 and 38 of the Residential Tenancy Act, and I have issued a monetary order for the landlords to pay \$72.92 to the tenant.

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 19, 2018

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Residential Tenancy Branch