



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF.

### Introduction

In the first application the landlords seek a monetary award for repair to a floor, cleaning and extra rent under a tenancy agreement.

In the second application the tenant seeks recovery of her \$425.00 security deposit.

The listed parties 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

Has the tenant failed to leave the premises reasonably clean or free from damage but for reasonable wear and tear? Has she permitted a second occupant and thereby triggered an additional rent charge under the agreement?

### Background and Evidence

The rental unit is a two bedroom basement suite in the landlords' house. There is a written tenancy agreement. The tenancy started September 1, 2016 for a one year term and ended August 31, 2017. The monthly rent was \$850.00. The landlords hold a \$425.00 security deposit.

The parties conducted a move-in inspection and made a written report. The tenant did not sign it but it is agreed she was the one who filled it out. They conducted a move out inspection as well. It is not disputed that the tenant refused to sign it.

The landlord Mr. L. says the tenant failed to clean. He produces photos showing that the side of the oven had accumulated significant food debris and had not been wiped. The surface of the glass stove top shows marring or build up around the glass. He claims two hours of cleaning were required to remediate the area and stove top.

Mr. L. produced photos of an “engineered hardwood” floor in the living area. Very small scratches and some small marks are observable. He testifies that he paid \$157.50 for repairs.

He testifies that the tenant’s boyfriend came to live with her in May. The tenancy agreement addendum provides that where a person stays over a week they are considered to be residing there and the tenant must pay a monthly rent of \$1000.00, that is, an extra \$150.00 in such and event. He says the tenant paid for May but did not pay him for June.

The tenant says she could not clean the side of the stove because it would have required her to pull it out. She says she cleaned the stove top. She says her boyfriend moved out June 2 and so there should be no charge for an extra occupant for June.

### Analysis

#### The Stove

Residential Tenancy Policy Guideline #1, “Landlord & Tenant – Responsibility for Residential Premises” provides:

If the refrigerator and stove are on rollers, the tenant is responsible for pulling them out and cleaning behind and underneath at the end of the tenancy. If the refrigerator and stove aren't on rollers, the tenant is only responsible for pulling them out and cleaning behind and underneath if the landlord tells them how to move the appliances without injuring themselves or damaging the floor. If the appliance is not on rollers and is difficult to move, the landlord is responsible for moving and cleaning behind and underneath it.

In this case I am satisfied that the area denoted as dirty in the landlord's photos could only have been cleaned had the stove been pulled out and away from the adjoining countertop. This stove was not shown to have been on rollers. The tenant was not responsible for cleaning the area complained of.

I find that the stove top was reasonably clean when the tenant left. The landlord was able to bring the stove top back to an almost original state with a special product but in my view that is not a process a tenant would normally be saddled with. A tenant's job is to leave the premises "reasonably clean" under s.37 of the *Residential Tenancy Act* and I find that she has done so in this case.

### The Floor

The landlord's photos show small, light coloured marks on a few strips of the flooring. They also show a number of short scratches on the flooring, however, the scratches are not light coloured. They are dark or darker than the flooring. The landlord also shows an "after" photo of the floor that also shows the dark scratches.

The tenant says all the marks were there on move in.

I think it most likely that the numerous dark scratches on the floor were existing before this tenancy. They had been repaired or otherwise stained or treated. Otherwise they would have had the light, fresh character of the remaining marks.

I am not persuaded that the lighter marks were made before this tenancy. They are marks that would normally be noted in a move-in condition report and these were not.

I consider the tenant to be responsible for half the cost of the floor repair. I have reviewed the landlord's invoice for the work and find it to be reasonable. I award the landlords \$78.75.

### The Extra Occupant

Though the tenant says her friend left on June 2, it is noted that the landlords were still requesting return of the gate key on June 23. I consider it most likely that the friend stayed past June 2 but left before the 23<sup>rd</sup>. In all the circumstances I award the landlords one half the extra fee: \$75.00.

The landlord Mr. L. presented some other bills seeking recovery, however, they were not included in his formal claim (he failed to file a monetary order worksheet as he is required to do) and so I dismiss them.

### Conclusion

The landlords are entitled to recover \$153.75 plus the \$100.00 filing fee for this application. The tenant's application is dismissed. The landlords were entitled to hold the deposit money pending this hearing.

In result I authorize the landlords to retain \$253.75 from the \$425.00 security deposit they hold. The tenant will have a monetary order against the landlords for the remainder of \$171.25.

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: March 26, 2018

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Residential Tenancy Branch