



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Radke Bros Construction Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes 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 compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

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

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The following are agreed or undisputed facts: The tenancy, under written agreement, started on March 1, 2009 and ended on May 31, 2018. The Tenants provided their forwarding address on May 31, 2018. At the outset of the tenancy the Landlord collected \$745.00 as a security deposit and continues to hold this deposit. The Parties mutually conducted a move-in and move-out condition inspection with completed reports copied to the Tenants. The Tenant did not agree with the move-out report and did not sign the report.

The Landlord states that the Tenants failed to leave the drapes clean and claims the cleaning costs of \$140.54. The Landlord provides the invoice for this cost. The Landlord does not know the age of the drapes but knows that they were in the unit prior to 2008. The Tenant states that the drapes were quite old and ugly. The Tenant states that the drapes were taken off during the tenancy, cleaned and stored. The Tenant states that the Landlord was not satisfied with the storage of the drapes and dumped them out of the storage bag onto the floor at move-out.

The Landlord states that the Tenants did not clean anything at move-out. The Landlord claims \$275.00 for the cost of the cleaning. The Landlord provides an invoice indicating that the cleaning took 11 hours. The Landlord states that the unit is 856 square feet with 2 bedrooms and 1.5 bathrooms. Although the Landlord provided photos to the Residential Tenancy Branch (the "RTB") they could not be opened to view. The Landlord was given opportunity to seek an adjournment in order to provide the photos in a different format. The Landlord prefers to offer the direct evidence of Landlord CL who was present for the cleaning. Landlord CL states that the oven, stove and bathrooms took the most amount of time to clean as the oven was significantly unclean and the tiles in the bathroom were so unclean that they were green and had to be scrubbed a few times. Landlord CL states that the sides and beneath the fridge were not cleaned and that he does not know if the fridge had wheels. The Landlord provides a detailed description of the state of the unit and the cleaning done at move-out including 2 hours spent on the deck floor.

The Tenant states that they cleaned the entire unit except for the stove and oven. The Tenant states that they could not move the fridge to clean its sides or underneath as it was a tight fit and there were no wheels. The Tenant states that the interior of the fridge was absolutely clean and that the bathroom tiles were scrubbed. The Tenant states that he is confused about the Landlord's evidence on the tiles as the tiles were colored green with a pattern on them. The Tenant states that the Landlord's photos are

evidence of the minor misses and speak for themselves as evidence of the exaggerated costs being claimed.

The Landlord states that the Tenant failed to replace 6 bulbs and that the Landlord replaced these bulbs from their own inventory. The Landlord provided no invoice or receipt for the costs of those lightbulbs. The Landlord claims \$9.00.

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. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed and that costs for the damage or loss have been incurred.

Section 21 of the Regulations provides that a duly completed inspection report is evidence of the condition of the rental property, unless either the landlord or tenant has a preponderance of evidence to the contrary. Contrary to the Landlord's oral evidence of the entire unit requiring cleaning and the written statement on the cleaning done to the unit, the move-out report indicates that several areas of the unit were not left unclean. This inconsistency together with the description of the relatively small size of the unit leads me to prefer the Tenant's evidence that the Landlord has made an exaggerated claim. Further the exterior of a building, such as a deck floor, is not a tenant's responsibility to clean. As a result but considering that the Tenant did not dispute leaving the stove and oven and some minor areas unclean, I consider that the Landlord has only substantiated half the amount claimed for an entitlement of **\$137.50**.

RTB Policy Guideline #40 sets the useful life of drapes at 10 years. Given the undisputed evidence that the drapes were at least 10 years old I find that the drapes no longer had any useful life and value remaining. I also accept the Tenant's undisputed

evidence that the drapes had been cleaned and put away in storage during the tenancy. As a result I find that the Landlord has not substantiated that the Tenant caused the Landlord any loss in relation to the drapes and I dismiss this claim.

As the Landlord provided no evidence of any costs incurred for the lightbulbs, I find that the Landlord has not substantiated that it incurred the costs claimed and I dismiss this claim.

As the Landlord's claim has met with limited success I find that the Landlord is only entitled to recovery of half the filing fee in the amount of **\$50.00** for a total entitlement of **\$187.50**. Deducting this entitlement from the security deposit plus zero interest of \$745.00, leaves **\$557.50** to be returned to the Tenants forthwith.

Conclusion

I Order the Landlord to retain **\$187.50** from the security deposit plus interest of \$745.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for **\$557.50**. 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 Act.

Dated: November 09, 2018

Residential Tenancy Branch