



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

On October 12, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for a monetary order for money owed or compensation for damage or loss; for damage to the unit; to keep the security deposit or pet deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlord and Tenant attended the hearings. At the start of the hearings I introduced myself and the participants. The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearings.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to compensation for cleaning and repairs to the unit?
- Is the Landlord entitled to keep the security deposit?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy began on March 1, 2014. The Tenant paid the Landlord monthly rent in the amount of \$1,250.00. The Tenant paid the Landlord a

security deposit of \$600.00. The parties testified that the tenancy ended on September 30, 2018.

The Landlord testified that when the Tenant moved out of the rental unit on September 30, 2018, the rental unit was left unclean and damaged.

The Landlord is requesting compensation for the following items:

Curtain Rods, Screen, Doorstops and Covers	\$81.31
Refrigerator Door Handle and Dishwasher Part	\$68.82
Door Tray	\$41.35
Doors	\$384.98
Bathroom Door	\$10.50
Door Handle	\$50.39
Wall Repairs and Painting	\$160.00
Door Moulding	\$26.07
Rubber Deck	\$104.03
Cleaning and Door Installation	\$656.25
Disposal of Garbage	\$25.00

Curtain Rods and Other Items

The Landlord testified that a curtain rod was left damaged (bent) and it could not be repaired. The Landlord testified that the screen in the kitchen window had a hole in it. The Landlord testified that there were two missing doorstops and missing electrical covers. The Landlord testified that she purchased a replacement curtain rod; screen patch; door stops and electrical covers. The Landlord provided a photograph of a bent curtain rod on a bedroom window. The Landlord provided a photograph of a missing electrical cover and broken electrical covers. The Landlord provided a photograph of a bent curtain rod on the back porch door.

The Landlord provided receipts for the purchase of the above items. The Landlord is seeking to recover her costs of \$81.31 to replace these items.

In reply, the Tenant provided testimony that the screen hole was very small and that the curtain rod was left bent. She testified that there were only two missing electrical covers. She testified that \$44.98 is a high cost for a replacement curtain rod. The Tenant testified that she is responsible for these items.

In reply the Landlord testified that the curtain rod cost \$44.98 because it is six feet long.

Refrigerator Door Handle and Dishwasher Part

The Landlord testified that the Tenant informed her that the fridge door handle was broken. The Landlord testified that the plastic handle had broken and the Landlord had to order a new one at a cost of \$35.45.

The Landlord testified that a stopper for the sliding tray in the dishwasher was missing and the Landlord ordered two new stoppers at a cost of \$8.00.

In reply, the Tenant testified that she does not recall the fridge door handle being broken; however, she remembers that it had fallen off the door after the first year of the tenancy and she used the fridge without it.

The Tenant testified that she did not use the dishwasher for the last three years of the tenancy and was not aware that a tray stopper was missing.

Door Tray

The Landlord testified that a fridge door tray was missing and had to be replaced. The Landlord testified that she ordered a new tray at a cost of \$41.35.

In reply, the Tenant testified that the tray broke during the last year of the tenancy.

Doors

The Landlord testified that the Tenant informed her there was damage to some doors in the rental unit. The Landlord testified that three closet doors and one bathroom door needed to be replaced. The Landlord testified that she could not find used doors so she ordered new doors. The Landlord testified that the damaged doors were approximately four years old and looked new at the start of the tenancy. The Landlord provided photographs of the damaged doors. The Landlord provided a receipt in the amount of \$384.98 for the purchase cost of the new doors.

In reply, the Tenant testified that she informed the Landlord that there was damage to the doors. The Tenant testified that she saw used doors available on a local website;

however, she acknowledged that they were not matching doors. The Tenant provided a copy of an advertisement for used bifold doors.

Door Handle

The Landlord testified that there was a missing door handle on the bedroom door. The Landlord purchased a new door handle of the same style. The Landlord is seeking to recover the purchase cost of the new door handle.

In reply, the Tenant testified that she removed the door handle to use it for the main door which had broken. She testified that she did not notify the Landlord that the handle on the main door had broken. The Tenant submitted that the kids had been hanging off the main door.

Wall Repairs and Painting \$160.00

The Landlord testified that the Tenant informed her of holes in the wall of the rental unit. The Landlord testified that the holes needed to be patched, sanded, and painted.

In reply, the Tenant testified that there two holes in the wall located in her son's bedroom. The Tenant testified that there was no hole in the wall of the master bedroom.

The Landlord replied that there was a hole in the master bedroom closet; however she has no evidence to show the damage.

Door Moulding

The Landlord testified that there were mouldings missing from around the front door and a couple of doors and baseboards in the hallway. The Landlord provided a photograph of a broken wall moulding and a photograph of a broken moulding surrounding the entrance door. The Landlord is seeking \$26.07 for the cost of door moulding.

In reply, the Tenant testified that the door moulding was old and it came off. She testified that the moulding was old so she threw it away. The Tenant testified that at the start of the tenancy the baseboard mouldings were in rough condition and required paint.

Rubber Deck Steps

The Landlord testified that in 2011 she installed rubber pieces onto the deck stairs. The Landlord testified that at the end of the tenancy she found that the rubber strips were removed. The Landlord testified that during the tenancy the Tenant asked to remove the rubber pieces and the Landlord had refused.

The Landlord testified that she purchased new rubber pieces and installed them on the deck stairs. The Landlord is seeking to recover the cost to purchase new rubber pieces. The Landlord provided a receipt in the amount of \$104.03.

In reply, the Tenant testified that she removed the rubber pieces. She testified that the rubber mats had divots that held snow and became slippery. She testified that after a friend fell off the stairs she decided to remove the rubber pieces. The Tenant testified that she does not recall where the pieces were put.

The Landlord submitted that she found some of the rubber mats under the stairs; however they were broken.

Cleaning \$475.00

The Landlord testified that she suspected that the Tenant would not clean the rental unit at the end of the tenancy so she had cleaners on standby. The Landlord testified that the Tenant's agent who attended the move out inspection was aggressive and was talking over her.

The Landlord testified that the Tenant did not perform any cleaning. The Landlord hired two cleaners who performed 19 hours of cleaning. The Landlord provided photographs of the interior of the rental unit and a receipt for the cost of the cleaners.

In reply, the Tenant provided testimony acknowledging that the rental unit was a three bedroom unit and that there was cleaning that needed to be done. The Tenant submitted that the amount of compensation the Landlord is claiming is high. The Tenant submitted 10 photographs taken of the interior of the rental unit.

The Tenant testified that she steam cleaned the carpets but was not able to clean the oven.

The Tenant testified that the Landlord's boyfriend works at the company who performed the cleaning of the rental unit.

The Landlord provided a witness, Mr. S.F. who testified that he assisted with cleaning the rental unit. He testified that he normally charges \$65.00 per hour; however, due to his relationship with the Landlord he only charged her \$25.00 per hour. He testified that 19 hours of cleaning was performed as follows:

Windows	3 hours (10 -15 minutes per window)
Ceiling fans	2 hours
Bathrooms	2 hours
Walls	3 hours
Oven	2 hours (clean and scrape)
Cupboards	3 hours (de-greased)
Floors	2 hours
Tuck tape removal from windows	1 hour

The Tenant's advocate testified that the Tenant tried to clean the oven but the black stuff would not come off and the oven is 30 years old.

The Landlord replied that the Tenant admitted to her that she never cleaned the kitchen. The Landlord submitted that the oven is 15 years old and that it became much cleaner after the cleaners were finished cleaning it.

Lawn Maintenance

The Landlord testified that the tenancy agreement provides that if the Tenant does not maintain the lawn the Tenant will pay a \$100.00 fee for maintenance costs.

The Landlord testified that the Tenant did not mow the lawn at the end of the tenancy and the Landlord had her boyfriend mow the lawn. The Landlord testified that it appeared the lawn had not been mowed for two months. The Landlord is seeking to recover the \$50.00 that she paid to have the lawn mowed at the end of the tenancy. The Landlord provided photographs and a receipt for the cost to have the lawn mowed.

The Tenant testified that the lawn did need to be mowed. The Tenant could not recall if the tenancy agreement provides for a fee for mowing the lawn.

Door Installation Costs

The Landlord testified that she paid \$100.00 to have four doors installed. The Landlord testified that she does not know how to hang doors. The Landlord provided a receipt for the door installation costs. The Landlord testified that the door installer charged her \$10.50 to retrofit /adjust the bathroom door.

The Tenant acknowledged this cost and submitted that this cost is one of the reasons why she forfeited her security deposit at the end of the tenancy.

Disposal of Garbage Cost

The Landlord is seeking \$25.00 for her time and gas cost to remove the Tenants garbage from the rental property and dispose of it at the dump. The Landlord wants \$20.00 for her time and gas and \$5.00 for the dump fee. The Landlord provided a receipt for the dump fee. The Landlord provided photographs of the rental property showing garbage in the yard, planter and deck.

In reply, the Tenant testified that some of the items left on the property at the end of the tenancy did not belong to her. The Tenant testified that the metal pieces of a swing set were left behind by a previous Tenant.

The Landlord submitted that she did not dispose of any metal pieces at the dump and that disposal of metal pieces is not part of this claim.

Security Deposit

The Landlord has applied to keep the security deposit of \$600.00 in partial satisfaction of his claims. The Landlord testified that the Tenant signed the deposit over to her at the end of the tenancy.

The Tenant acknowledged that she agreed at the end of the tenancy that the Landlord could keep the security deposit.

Additional Testimony

Despite being given a full opportunity to testify in response to the Landlord's claims at the first hearing, the Tenant's advocate, submitted that they felt rushed and asked to have an opportunity to provide further testimony.

The Tenant's advocate submitted that the Landlord's claim for a replacement curtain rod is too high. She testified that after the first hearing she looked around at stores and submits that the Landlord's monetary claim for the replacement cost is high. The Tenant's advocate was informed that this opportunity to provide further testimony is not an opportunity for her to try and better her position by providing evidence on the Landlord's claims after the first hearing concluded. The Tenant was not permitted to submit any additional documentary evidence.

The Tenant's advocate submitted that the fridge is 20 years old and was subject to normal wear and tear. The Tenant's advocate submitted that the dishwasher was hardly used by the Tenant.

The Landlord replied that the refrigerator is 10 years old and was purchased new. The Landlord testified that the dishwasher was also purchased new.

Condition Inspection Report

The Landlord provided a copy of a condition inspection report that was completed at the start and end of the tenancy.

Analysis

Section 59 of the Act provides that an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings.

Section 2.5 of the Residential Tenancy Branch Rules of Procedure states an applicant must submit:

- *a detailed calculation of any monetary claim being made.*

The Residential Tenancy Policy Guideline # 16 Claims in Damages states:

An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.

An arbitrator may also award compensation in situations where establishing the value of the damage or loss is not as straightforward:

“Nominal damages” are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.

A party seeking compensation should present compelling evidence of the value of the damage or loss in question.

The Residential Tenancy Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises states:

a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest.

Section 21 of the Residential Tenancy Regulation provides information about the weight of a Condition Inspection Report (“CIR”). The guideline provides:

in dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows:

Curtain Rods, Screen, Doorstops and Covers

After considering the testimony and reviewing the photographic evidence, including the CIR, I find that the Tenant is responsible for the damage to the items claimed by the Landlord and the Tenant is responsible to pay for the replacement costs.

I grant the Landlord the amount of \$81.31

Refrigerator Door Handle and Dishwasher Part

I find that the Tenant is responsible for the cost to replace the refrigerator door handle. The Tenant failed to report the broken or missing handle to the Landlord and used the refrigerator as is for remainder of the tenancy. The CIR indicates the handle was missing at the end of the tenancy and the dishwasher needed to be looked at as it was dirty and damaged.

I find that the Tenant is responsible for the cost to replace the door handle and the dishwasher tray stoppers. I award the Landlord the amount of \$68.82.

Refrigerator Door Tray

The Tenant testified that the refrigerator tray broke during the last year of the tenancy. I find that that a door tray that holds food items should not break due to normal use or normal wear and tear use of the refrigerator.

I find that the Tenant is responsible for the damage to the refrigerator door tray. I grant the Landlord the amount of \$41.35 for the cost to replace the tray.

Doors \$384.98

The Tenant testified that she informed the Landlord of damage to the doors in the unit. I do not accept the Tenant's submission that the Landlord should have purchased used doors at a cheaper cost as I find that the Landlord is entitled to be made whole by being put in the same position as she was prior to the damage, by replacing the doors with the same style of doors.

I find that the Tenant is responsible for the damage to the doors and is responsible to pay the door replacement costs.

I grant the Landlord the amount of \$384.98.

Door Handle

The Tenant is responsible to pay the replacement cost of a door handle. The Tenant's children damaged a door handle and the Tenant replaced it with the handle from another door.

I award the Landlord the amount of \$50.39.

Wall Repairs and Painting \$160.00

The Tenant acknowledged responsibility for two holes in the wall located in her son's bedroom. The Landlord provided insufficient evidence of a hole in the master bedroom wall. I find that the Tenant is responsible for the cost to repair the two holes in her son's bedroom.

I find that the Tenant is responsible for the Landlord's cost to patch, sand, and paint the two holes in the bedroom. The Landlord's receipt indicates that the Landlord paid

\$160.00 for the repair and painting of two holes. I award the Landlord the amount of \$160.00.

Door Moulding \$26.07

I find that the Landlord's photographs show baseboard mouldings in the unit to be old and in need of paint; however, I find that the moulding around the door is broken and missing. The Landlord's receipt for moulding indicates that the Landlord purchased two eight foot sections of moulding. I find the Landlords claim is reasonable to replace the broken and missing door mouldings.

I grant the Landlord the amount of \$26.07.

Rubber Deck Steps

I find that the Tenant removed the rubber from the deck stairs without authorization from the Landlord and failed to replace it at the end of the tenancy. The Tenant is responsible for the Landlords cost to replace the rubber stair treads.

I find that the Landlords claim is reasonable. The Landlords receipt indicates that the Landlord purchased ten pieces of stair tread rubber and wood screws. . I find the Landlords claim is reasonable to replace the missing stair treads.

I grant the Landlord the amount of \$104.03.

Cleaning \$475.00

The Tenant acknowledged that there was cleaning that needed to be done.

I have reviewed the Photographs provided by the Landlord showing the condition and state of repair of the rental unit at the end of the tenancy. I find that the Landlords photographs are consistent with the information contained within the CIR that the rental unit was left very unclean at the end of the tenancy.

I accept the Landlord's witness testimony on how much time it took it clean the rental unit.

Based on my finding that the rental unit was left very unclean, I find that the Landlord's claim for \$475.00 for cleaning costs is reasonable.

I award the Landlord the amount of \$475.00.

Disposal of Garbage Cost

Based on the testimony and photographs provided by the Landlord I find that the Tenant left garbage on the rental property and is responsible for the Landlords cost to remove and dispose of the garbage. I find that Landlords claim of \$25.00 is reasonable.

I award the Landlord the amount of \$25.00

Lawn Maintenance \$50.00

Upon reviewing the tenancy agreement, I find that the addendum signed by the Tenant provides a term that if the lawn is not mowed in the summer once every three weeks the rent will be raised \$100.00.

The Tenant agreed that the lawn needed to be mowed. I find that the Tenant failed to mow the lawn near the end of the summer. I grant the Landlord the amount claimed of \$50.00.

Door Installation Costs

The Tenant acknowledged that she is responsible for the door costs and that was part of why she signed over the security deposit. I find that the Landlord's claim for the installation costs of the bathroom door and closet doors is reasonable.

I grant the Landlord the amount of \$100.00 and the amount of \$10.50 for the retrofit /adjustment of the bathroom door.

Security Deposit

I authorize the Landlord to keep the security deposit of \$600.00 towards the monetary awards granted to the Landlord.

Monetary Awards

The Landlord is awarded a monetary amount of \$1,577.45 for cleaning costs, repairs, and disposal costs.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was successful with her application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

The Landlord has established a monetary claim in the amount of \$1,677.45. After setting off the security deposit of \$600.00 towards the award of \$1,677.45, I find that the Tenant owes the Landlord a balance of \$1,077.45.

I grant the Landlord a monetary order in the amount of \$1,077.45. This monetary order must be served on the Tenant and may be enforced in the Provincial Court.

Conclusion

The Landlord was successful with her claims against the Tenant for cleaning and repair costs.

The Landlord established a monetary claim in the amount of \$1,677.45 for cleaning and repair costs and recovery of the filing fee.

The Landlord is authorized to keep the security deposit of \$600.00.

After setting off the security deposit, I find that the Tenant owes the Landlord the amount of \$1,077.45. I grant the Landlord a monetary order in the amount of \$1,077.45.

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: April 9, 2019

Residential Tenancy Branch