



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, 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 damage to the unit - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. 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 facts: The tenancy under written agreement started on June 1, 2017 and ended on February 28, 2019. Rent of \$1,200.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$600.00 as a security deposit. The Parties mutually conducted a move-in and move-out inspection with condition inspection reports for each completed and copied to the Tenants. The Tenants provided their forwarding address on March 4, 2019. The Tenants agreed on the move-out report that the Landlord could retain \$100.00 towards damages.

The Landlord states that the Tenants failed to leave the unit clean and claims the costs of \$247.80. The Landlord provides copies of photos, the move-out report and an invoice setting out "deep cleaning". The Landlord states that the unit was entirely cleaned to a detailed and professional level. The Landlord states that the Tenant gave them information for cleaners at \$90.00 per hour for 3 hours so the Landlord's cleaners were cheaper. The Tenant states that they cleaned the entire unit of approximately 500 square feet at move-out. The Tenant states that there were some minor misses only. The Tenant states that they did not agree with the Landlord's estimation of the condition of the unit at the inspection on March 1, 2019. The Tenant states that they agreed to the \$100.00 on March 4, 2019 as the Landlord did not have any bills for costs. The Tenants state that the fridge that could not be moved by the Tenants. The Tenants provided photos. The Tenant states that the estimate for cleaning was \$90.00 in total for 3 hours of cleaning.

The Landlord states that the Tenants left scratches, scuffs, and nail holes on the walls. The Landlord claims the cost of paint and supplies of \$195.47 and labour of \$100.00. The Landlord provides photos. The Landlord states that the unit was last painted in 2015 when it was new. The Landlord states that the unit was ready in the summer of 2015. The Tenant states that only two punch pin holes were left on the one wall and there were no other nail holes. The Tenant states that where there were marks and scuffs the walls were wiped by the Tenants, but they missed a couple of very faint scuffs as they were unnoticeable. The Tenants provided photos.

### 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. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Given the Tenant's oral evidence and the photos of both

Parties I find on a balance of probabilities that the Tenants did leave minor cleaning misses. As the Landlord is seeking costs for deep and detailed cleaning and as the Act only requires reasonable cleanliness, I consider that the Landlord is seeking an excessive amount in relation to the minor cleaning misses. I consider that the Tenants agreement to pay \$100.00 is more than sufficient to compensate the Landlord for these misses. As a result, I dismiss the cleaning costs claimed and find that the Landlords are entitled only to **\$100.00**.

Residential Tenancy Branch Policy Guideline #4 provides that the useful life of interior paint is 4 years. Given the photos of the Tenants with context and considering the Landlord's photos show no context, I prefer the Tenants' photos and find that the nail holes and other marks are so minor as to be considered normal wear and tear. Further as the walls were last painted sometime in the summer of 2015 and as the tenancy ended in February 2019, I consider that wall paint was nearly at the end of its useful life. As a result, I dismiss the Landlord's repair and paint supply costs for the walls. As the Landlords' claims have met with no success beyond that agreed to by the Tenants at the end of the tenancy, I find that the Landlord is not entitled to recovery of the filing fee.

Deducting the agreed amount of **\$100.00** from the security deposit plus zero interest of **\$600.00** leave **\$500.00** to be returned to the Tenants forthwith.

### Conclusion

I grant the Tenants an order under Section 67 of the Act for **\$500.00**. 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: July 04, 2019

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Residential Tenancy Branch