



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REGIUS INVESTMENT CORPORATION and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, FF

Introduction

The landlord applies for a monetary award for cleaning and repair to the rental unit after the end of the tenancy.

All 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

Have the tenants failed to return the rental unit to the landlord reasonably clean and free of damage but for reasonable wear and tear? If not then what is appropriate compensation?

Background and Evidence

The rental unit is a two bedroom “plus den” condominium townhouse. There is a written tenancy agreement. The tenancy started in March 2018 and ended May 31, 2019. The monthly rent was \$2450.00. The landlord holds a \$1197.50 security deposit.

The parties conducted both move-in and move-out inspections though the move-in was conducted a few weeks after the tenants moved in. The landlord prepared a rudimentary report after the move-in and used the same document for the move-out.

The report was rudimentary in that it failed to comply with some of the contents mandated under Residential Tenancy Regulation 20 such as a statement identifying any

damage or items in need of maintenance or repair; appropriate space for the tenant to indicate agreement or disagreement with the landlord's assessment of any item of the condition of the rental unit and contents, and any additional comments or the following statement, to be completed by the tenant:

I,

Tenant's name

☐ agree that this report fairly represents the condition of the rental unit.

☐ do not agree that this report fairly represents the condition of the rental unit, for the following reasons:

The move out was attended by Ms. M.W. for the landlord and Ms. L.B. for the tenant. It was agreed that the following items were in need of cleaning: kitchen cabinets inside and out, kitchen floor and counters, the washer and dryer, the *en suite* bathroom light fixture, windows, floor, walls and cabinets/door/mirror.

After the tenant Ms. L.B. returned possession Ms. M.W. texted her to report she'd found two chips in the bathtub. Ms. L.B. replied that if they weren't in the move-out they could not be considered.

At this hearing the landlord presented pictures which show that the rental unit required cleaning in some remote areas like the range hood and the top strand of the fridge door seal. The landlord showed various locations where the tenants had caused minor dents in ledges, chips in drywall and some nail or screw holes in walls. The tenants had not filled any of the dents or holes before leaving. They had painted a wall from cream to blue.

The tenant Mr. R.P. testified that he had never observed the two chips in the bathtub though he used that facility daily.

Analysis

Cleaning

Section 37(2)(a) of the *Residential Tenancy Act* (the "Act") provides that at the end of a tenancy at tenant must "leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear." That is the standard required of all tenancies in the

province. Landlords and tenants may not be contracted out of that standard. It is the standard regardless of what a tenancy agreement might state.

Invariably, the opinion of a landlord eager to present a rental unit to a new or prospective tenant and that of a tenant eager to vacate and move to a new location differ markedly about what “reasonably clean” means.

In this case, and having reviewed the photos submitted by both sides, I find that the rental unit needed only minor cleaning in certain spots overlooked by the tenants. In all the circumstances, I award the landlord \$50.00 for cleaning the certain areas.

Repairs

The tenants were responsible for filling holes and dents made in the walls with putty and sanding them. The landlord, who must expect that tenants will mount pictures and such on the walls, is responsible for touching up those areas. In most circumstances they do not require a complete repainting of a wall or room.

The landlord claims its repairman had to repair the pony wall ledge. That damage though it would have been obvious, is not noted in the move-out report and so I disallow it.

Leaving aside the alleged chips in the bathtub, I consider the amount of \$150.00 to be ample to properly attend to this noted damage and the repainting of the blue wall.

The Bathtub

Ms. M.W. for the landlord states that she did not see this damage during the inspection because it was on the inside face of the tub. Of course that begs the question of why it would not have been missed at the move-in inspection for the same reason and thus a pre-existing item of damage.

I am satisfied that the damage did not occur between the time Ms. L.B. and Ms. M.W. finished the move-out inspection and the time, less than a day, when Ms. M.W. raised it in a text with a photo attached. The question then is whether or not the damage occurred during this tenancy or before it.

Ms. L.B.s response to the text is instructive. She did not deny the damage nor argue that it was pre-existing. She simply noted that the inspection was over she didn't think the landlord could raise any other complaints about damage.

Mr. R.P.'s testimony is also instructive. Though using the tub on a daily basis he says he did not notice the chips. He did not argue they were pre-existing.

In all these circumstances I consider it most likely that the chipped tub damage was damage that was easily overlooked by the parties during the move-out inspection and that it was damage that occurred during this tenancy.

There is no dispute about the repair cost of \$393.75 and I award that amount to the landlord.

Conclusion

The landlord is entitled to a monetary award of \$593.75. I award the landlord full recovery of the filing fee in light of the fact that even though the landlord been only partially successful, it had offered to resolve this matter with the tenants for less than that.

I authorize the landlord to retain the total of \$693.75 from the security deposit. The tenants will have a monetary order for the remainder of \$503.75

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: September 27, 2019

Residential Tenancy Branch