



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HARVEST VIEW DEVELOPMENT CORP.
and [tenant name suppressed to protect privacy]

DECISION

Code MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlords, filed under the Residential Tenancy Act (the “Act”), for a monetary order for cleaning and damages to the unit, for an order to retain the security deposit and pet damage deposit in partial satisfaction of the claim and to recover the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Are the landlords entitled to monetary compensation for cleaning and damages?
Are the landlords entitled to retain the security deposit and pet damage deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on December 1, 2017. Current rent in the amount of \$1,785.00 was payable on the first of each month. The tenant paid a security deposit of \$850.00 and a pet damage deposit of \$400.00. The tenancy ended on June 30, 2019.

The parties agreed a move-in and move-out condition inspection report was completed. Filed in evidence is a copy of the report.

The landlords claim as follows:

a.	Cleaner cost	\$ 675.00
b.	Broken Fridge drawer	\$ 112.81
c.	Hole in kitchen floor	\$ 210.00
d.	Garage siding	\$ 336.00
e.	Painting, fridge repair, blind	\$1,669.51
f.	Estimate for damage flooring	\$ 315.00
g.	Filing fee	\$ 100.00
	Total claimed	\$3,318.32

Cleaner cost

The landlord testified that they recommended a cleaner to the tenant. The landlord stated that the tenant contacted the cleaner and hired them to clean the premises. The landlord stated that the tenant did not pay the cleaner for their services. The landlord stated that they paid the cleaner for the work the tenant hired them to do, because they did not want to lose the cleaner for their own services, when needed. The landlords seek to recover the cleaner invoice in the amount of \$675.00. Filed in evidence is a receipt.

The tenant testified that they contacted the cleaner; however, they could not come until Saturday. The tenant acknowledged that they sent a text message to the landlord that they had hired the cleaning company and that they would be in on the Saturday.

Broken Fridge drawer

The landlord testified that the tenant broke the fridge drawer. The landlord stated that the tenant agreed in the move-out condition inspection report that they were responsible for the damage. The landlords seek to recover the cost of the drawer in the amount of \$112.81. Filed in evidence is a receipt.

The tenant testified that the drawer was broken when they moved into the rental unit.

Hole in kitchen floor

The landlord testified that the tenant caused a hole in the kitchen floor, which appears to be from something dropped or a pet scratching. The landlord stated that the tenant agreed in the move-out condition inspection report that they were responsible for the damage. The landlords seek to recover the cost of the repair in the amount of \$210.00.

The tenant acknowledged that they cause damage to the kitchen floor, as they dropped a box on the floor at the start of the tenancy.

Garage siding

The landlord testified that the tenant caused damage to the siding of the garage. The landlord stated that the tenant agreed in the move-out condition inspection report that they were responsible for the damage. The landlords seek to recover the cost of the repair in the amount of \$336.00. Filed in evidence is a receipt and photograph.

The tenant acknowledged that their moving company damaged the siding when they moved into the residence.

Painting, fridge repair, blind

The landlord testified that they had to have some areas of the rental unit repainted. The landlord stated that the tenant had filled every hole and had asked for the correct paint code, which they provided. The landlord stated that the tenant did not do any of the required painting. The landlords seek to recover the cost of painting in the amount of \$940.00 plus GST.

The landlord testified that the tenant did not clean the deck and they agreed they were responsible for the cleaning. The landlords seek to recover the cost of power washing in the amount of \$190.00 plus GST.

The landlord testified that the tenant's pet caused damage to the lawn, which had to be repaired. The landlord stated that the tenant agreed in the move-out condition inspection report that they were responsible for the damage. The landlords seek to recover the cost of the repair in the amount of \$250.00 plus GST.

Filed in evidence is a detail invoice in the amount of \$1,669.51, to support the above amounts claimed.

The tenant testified that they purchased the paint that the landlord wanted them to use and they painted the walls. The tenant stated that the paint was not a proper match and they were told not to worry about it because that was the new paint colour they were going to use.

The tenant acknowledged they agreed in the move-out condition inspection report that they were responsible for the power washing of the deck.

The tenant acknowledged they agreed in the move-out condition inspection report that they were responsible for the damage to the lawn.

Estimate for damage flooring

The landlord testified that the tenant caused damage to 3 panels on the floor. The landlord stated they have not had the panels replaced.

Analysis

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

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlords have the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must

leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear do not constitute damage. Normal wear and tear refer to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

Cleaner cost

The tenant hired a cleaner to clean the premises and did not pay the cleaner for that service. The landlord paid the cleaner because they did not want the non payment impact future services. I find the tenant breached the Act, when they failed to pay for services to clean the rental unit and this caused losses to the landlords. Therefore, I find the landlord is entitled to recover the cleaner invoice in the amount of **\$675.00**.

Broken Fridge drawer

The tenant acknowledged in the move-out condition inspection report that they are responsible for the broken fridge drawer. I find the tenant breached the Act, when they failed to repair the broken drawer, and this caused losses to the landlords. Therefore, I find the landlords are entitled to recover the cost of the broken drawer in the amount of **\$112.81**.

Hole in kitchen floor

The tenant acknowledged that they caused damage to the kitchen floor and are responsible for the costs. I find the tenant breached the Act, when they failed to repair the floor. Therefore, I find the landlords are entitled to recover the cost of the repair in the amount of **\$210.00**.

Garage siding

The tenants acknowledged that their moving company damage to the siding when they moved into the residence. I find the tenant breached the Act, when they failed to repair the siding. Therefore, I find the landlords are entitled to recover the cost of the repair in the amount of **\$336.00**.

Painting, fridge repair, blind

In this case, I am not satisfied that the landlords are entitled to painting costs. While I accept the tenant filled holes and they may have been left unpainted; however, there was no evidence that this was from neglect. This simply can be reasonable use, such as hanging pictures. This is not considered damage.

Further, the landlord provided no photographs of the walls for my consideration. Therefore, I dismiss this portion of the landlords' claim.

I accept the evidence that the tenant agreed that they are responsible for the power washing of the deck. However, I am not satisfied that the tenant is responsible for power washing the garage. This is normal maintenance that the landlords can be expected to due from time to time. Therefore, I find the landlords are entitled to the recover the one hour, \$95.00, shown in the invoice, plus GST \$4.75 for a total amount of **\$99.75**.

I accept the evidence that the tenant agreed that they are responsible for repairing the damage to the lawn. Therefore, I find the landlords are entitled to recover the cost of the repair of \$250.00, plus GST \$12.50, for the total amount of **\$262.50**.

I also accept the details of the invoice that there was labour cost for the fridge shelf repair. As the tenant accepted responsibility, I find the landlords are entitled to recover the cost of the repair in the amount of \$47.50, plus GST \$2.37, for the total amount of **\$49.87**.

I also accept the details of the invoice that there was that there was a cost of a missing tub plug, which the tenant acknowledged they were responsible for in the move-out condition inspection report. I find the landlords are entitled to recover the cost of the repair in the amount of \$20.00, plus GST \$1.00 for the total amount of **\$21.00**.

I also note that the invoice required repairs to a kitchen blind. The repair was noted in the move-out condition inspection report. The tenant did not accept responsibility for the damage. Neither party provided any verbal testimony on this issue. I find the landlord has failed to provide sufficient evidence that the repair was required due to the actions or neglect of the tenant. This could simply a be normal household repair, which is the landlord's responsibility. Therefore, I dismiss this portion of the landlords' claim.

Estimate for damage flooring

In this case, the landlords are claiming for damages to three floor panels; however, I am not satisfied that the landlords have suffered a loss. The floor panels have not been replaced. Therefore, I dismiss this portion of the landlords' claim.

I find that the landlords have established a total monetary claim of **\$1,866.93** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlords retain the security deposit of **\$850.00** and pet damage deposit of \$400.00 in partial satisfaction of the claim and I grant the landlords an order under section 67 of the Act for the balance due of **\$616.93**.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlords are granted a monetary order and may keep the security deposit and pet damage deposit in partial satisfaction of the claim and the landlords are granted a formal order for the balance due.

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: December 11, 2019

Residential Tenancy Branch