



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-S, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for a monetary order for damages for the Landlord, retaining the security deposit to apply to the claim, and to recover the cost of their filing fee.

The Tenant and the Landlords, A.D. and J.B., appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. Two witnesses for the Tenant, S.G. and R.R. ("Witnesses"), were also present and provided affirmed testimony.

During the hearing the Tenant and the Landlords were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. The Tenant said he had received the Application and/or the documentary evidence from the Landlords and he confirmed that he had not submitted any evidence prior to the hearing. The Tenant said he received the Landlords' photographs with their other documents and said they were faded and hard to view. The Landlords acknowledged that the photographs were not "awesome", however, they said they also sent them to the Tenant via email for better quality.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing.

### Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

### Issue(s) to be Decided

- Are the Landlords entitled to a monetary order, and if so, in what amount?
- Are the Landlords entitled to recovery of the Application filing fee?

### Background and Evidence

The Parties agreed that the fixed term tenancy began on January 1, 2016, running to December 31, 2016, and then proceeding on a month-to-month basis. The Parties agreed that the rental unit is a one bedroom/one-bathroom, downstairs suite of a single-family house. The Parties agreed that the Tenant paid the Landlords a monthly rent of \$775.00, due on the first day of each month, and that he paid the Landlords a security deposit of \$375.00, and no pet damage deposit. The Landlords said they still have the security deposit to apply to this claim. The Landlords said the tenancy ended, after serving the Tenant with a Two Month Notice to End Tenancy for Landlord's Use, so that a close family member could move in.

The Parties agreed that they did a condition inspection on December 27, 2015, before the tenancy commenced, and again at the end of the tenancy on October 7, 2019. They agreed that the Landlords provided the Tenant with a copy of the move-in condition inspection report ("CIR"), along with a copy of the tenancy agreement.

The Landlords applied for compensation of \$175.00 from the Tenant to reimburse them for their cost of cleaning the rental unit, in addition to recovery of the \$100.00 Application filing fee. The Landlord, J.B., said:

We made sure that [the Tenant] got to move into a clean space. It was immaculate when he moved in, but when he moved out, it wasn't a space we could move into. It required a ton of cleaning. It was not habitable by any stretch of the imagination. We chose to have someone else clean it.

The Landlords said they hired a former neighbour who runs a part-time home cleaning business ("Cleaner") to do this work. The Landlords submitted a cleaning invoice from

the Cleaner dated October 11, 2019, which stated the following:

Housecleaning

3.5 hrs x 50.00

Walls, windows, cupboards, floors, bathroom, kitchen.

Total: 175.00

This invoice was signed and had the Cleaner's email address at the bottom.

The Landlords said that there were two people cleaning the rental unit for 3.5 hours; therefore, it was equivalent to one person cleaning at \$25.00 per hour for seven hours for a total of \$175.00

The Landlord, A.D., spoke about the condition of the rental unit at the end of the tenancy, as supported by the move-out condition inspection conducted by the Parties and the photographs submitted. She acknowledged that the Tenant did not agree with the inspection results on the move-out CIR. A.D. said:

When it was clear that [the Tenant] didn't agree with the documented damage, we gave him the opportunity to point out and address items he didn't agree with. For example, walls in various rooms were marked as dirty or scratched. We went back to look at them and revisit these areas in the suite, to determine why we indicated what we did on the CIR. Our request is not unreasonable. Like [J.B.] said, it was inhabitable. A cleaning fee of \$175.00 to be deducted is reasonable. To force us to go through this huge long process, investing more money, is a waste of everybody's time. This is justified. There's proof in the images and it's all been documented. The two people with [the Tenant] were not there for the condition inspection.

The Tenant said that the Landlords made "a lot of judgmental statements." He went on:

'Habitable', 'a waste of time', are not relevant – look at the pictures. It could not be how they described. It doesn't fit the pictures. Look at the pictures. How it would take two people 3.5 hours to clean?

The people with me are the people who helped me clean the apartment. The place was reasonably clean. If you look at the pictures, most aren't even dirty – pictures of walls. 'Habitable and filthy' doesn't exist. The place was not left

uninhabitable. Two people cleaning for 3.5 hours? What were they going through with, a toothbrush?

Scratches on the wall is wear and tear after living in the place for three and a half years. They are wasting my time, too. Charging \$175.00 for something that would not warrant that much money. [The Cleaner] is a personal trainer. To charge \$50.00 per hour -- the going rate in [the community] is \$17.00 per hour. The final inspection -- bring the suite up to reasonable cleaning standards? Silicon around the shower? We cleaned that bathroom for hours; to me that's good enough. You cannot expect to have not a spec of anything after three and half years.

They asked, 'Did you ever use the oven? It's so clean.' We cleaned behind the fridge and the stove. Those kitchen cabinets are second hand. They were not in perfect shape when I moved in. They had stains, were falling apart -- they were not brand new. They came from somebody else's home, and they had stains inside them.

The drawers had a little bit in them, but this and dead flies on a window sill doesn't take hours to clean. I'm 65 years old, I had a knee replaced; I can't get on my knees.

The Witnesses said that in the month before the Tenant moved out, they went to the rental unit over a couple of days to help him with the final cleaning. S.G. said:

The place was in reasonably clean shape. There were some scratches on the walls that are normal wear and tear. A Landlord would expect to have to do stuff -- repaint and do minor repairs - without withholding any damage deposit. Seems normal that the place wasn't as pristine as when he moved in.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Section 32 of the Act requires a tenant to make repairs for damage that is caused by the action or neglect of the tenant, other persons the tenant permits on the property or the tenant's pets. Section 37 requires a tenant to "leave the rental unit reasonably clean and undamaged." However, sections 32 and 37 also provide that reasonable wear and tear

is not damage, and that a tenant may not be held responsible for repairing or replacing items that have suffered reasonable wear and tear.

Policy Guideline #1 helps interpret these sections of the Act:

The tenant is also 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. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act* or *Manufactured Home Park Tenancy Act* (the Legislation).

Reasonable wear and tear refer to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. An arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant.

[emphasis added]

As set out in Policy Guideline #16 ("PG #16"), "the purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party claiming compensation to provide evidence to establish that compensation is due."

Based on all the evidence before me and on a balance of probabilities, I find that the rental unit was not left in as reasonable condition as the Tenant claims. I find there was a fair amount of hair, dust, and other debris left behind, in addition to dirt on the walls that could and should have been cleaned. However, I find it unreasonable that it would have taken a fit person 7 hours (or two fit people 3½ hours each) to bring this one bedroom/one-bathroom suite to a reasonable level of cleanliness from the condition in which the Tenant left it.

I find that \$25.00 per hour is a standard rate for activities like cleaning and painting. I find that one person working for three and a half hours to finish cleaning this rental unit would have been reasonable in the circumstances before me. Therefore, I award the Landlords \$87.50 in cleaning costs, pursuant to section 67 of the Act. I also award the

Landlords recovery of their \$100.00 Application filing fee pursuant to section 72 of the Act for a total monetary award of **\$187.50**.

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenant's security deposit of \$375.00, in partial satisfaction of the Landlords' monetary award. I authorize the Landlords to retain \$187.50 from the Tenant's security deposit and return the remaining \$187.50 to the Tenant, as soon as possible.

### Conclusion

The Landlords are partially successful in their claim for monetary compensation from the Tenant for cleaning in the amount of \$87.50. I found that the Tenant did not comply with his obligation to leave the rental unit reasonably clean, pursuant to section 37 of the Act; however, I found the Landlords' full claim for cleaning to be beyond what is reasonable, pursuant to PG #16 and the Act. The Landlords are also awarded recovery of the \$100.00 Application filing fee for a total award of **\$187.50**.

The Landlords are authorized to retain \$187.50 of the Tenant's \$375.00 security deposit and are ordered to return the remaining \$187.50 to him, as soon as possible.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 18, 2019

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Residential Tenancy Branch