



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL, 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 claim of \$1,816.99 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of their filing fee.

An agent for the Landlord, B.R. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Agent and gave her an opportunity to ask questions about the hearing process. During the hearing the Agent was given the opportunity to provide her evidence orally and to respond my questions. 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.

As the Tenant did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Agent testified that the Tenant was served with the Notice of Hearing documents by Canada Post registered mail, sent on September 6, 2019. The Agent provided a Canada Post tracking number as evidence of service. I find that the Tenant was deemed served with the Notice of Hearing documents in accordance with the Act on September 11, 2019.

### Preliminary and Procedural Matters

The Agent provided the Parties' email addresses at the outset of the hearing and confirmed her understanding that the Decision would be emailed to the Parties, and any

Orders would be sent to the appropriate Party in this manner.

During the hearing, the Agent withdrew the claim for bed bug treatment of \$500.00 from the Application. Therefore, pursuant to Rule 4.2 and section 64(3)(c) of the Act, I amended the Application to indicate that the Landlord seeks \$1,816.99.

#### Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order, and if so, in what amount?
- Is the Landlord entitled to recovery of the Application filing fee?

#### Background and Evidence

The Agent confirmed that the tenancy began on February 25, 2013, with a monthly rent of \$595.00, due on the first day of each month. The Agent said that the Tenant did not pay the Landlord a security or pet damage deposit for this rental unit. The Agent said that the tenancy ended when the Tenant moved out on December 27, 2018. The Agent said that the Tenant did not provide the Landlord with a written forwarding address; however, the Landlord obtained the Tenant's forwarding address through other means for the purpose of serving the Application, Notice of Hearing and documentary evidence for this proceeding.

The Agent said that an inspection of the rental unit was conducted at the start of the tenancy and that a copy of the condition inspection report ("CIR") was provided to the Tenant. The Agent said that the Tenant was offered two dates on which the move-out condition inspection could be done, but that the Tenant did not attend or indicate an interest in participating. The Agent said the Tenant was offered a final opportunity to attend a move-out condition inspection, but that she did not attend. The Agent said that, therefore, the move-out condition inspection was done without the Tenant in attendance.

The Agent said that there was an abundance of cleaning and repairs needed after the tenancy ended. The Landlord submitted a monetary order worksheet with the details of their claim against the Tenant, as follows.

	<b>Receipt/Estimate From</b>	<b>For</b>	<b>Amount</b>
1	Landlord/[national supplier]	Door replacement	\$267.06

2	Landlord	Extra cleaning	\$380.00
3	Landlord	Replace doors (labour)	\$60.00
4	[national supplier]	Replace doors (supplies)	\$119.93
5	[Local janitorial service]	Debris removal	\$720.00
6	[Local janitorial service]	Steam clean boiler fins	\$270.00
		<b>Total monetary order claim</b>	<b>\$1,816.99</b>

### **#1 Door Replacement → \$267.06**

The Agent said in the hearing that the Tenant had damaged interior doors to the rental unit in June 2017. The Agent submitted a letter dated April 24, 2018, which enclosed an invoice setting out a charge for work done on the rental unit, for which the Landlord held the Tenant responsible. The Agent submitted a receipt from a local building supplies store dated December 1, 2018, which charged \$177.63 plus \$12.43 GST for a total of \$190.06 for the doors. The evidence also included the labour charge of three hours at \$30.00 per hour to replace the doors and passage set (door knobs/locks) for a total of \$90.00 or \$280.06 for labour and materials.

The Agent said the charge for door replacement also includes the key charge and lock change. The Agent submitted a letter dated December 16, 2016, in which the Tenant is charged \$35.00 for “the cost for changing the lock to your unit.” The letter also includes a request for lock change from the Tenant dated December 15, 2016, in which the Tenant gave the reason for this request as because she gave the keys to a person who did not return them.

The Landlord submitted a copy of a “Repayment Agreement” for chargeback dated December 1, 2018, which sets out that the Tenant acknowledges her debt to the Landlord in the amount of \$292.06 for “replace door, key charge and lock change.” The Repayment Agreement states that the remaining balance of \$292.06 is to be repaid at the rate of \$25.00 per month until the debt is paid in full. The Agent said that the Tenant made one payment of \$25.00, which left her with an outstanding debt of \$267.06 for this item.

The Agent submitted evidence indicating that her records dating back to 1993 do not provide her with any reference to door replacement in the subject unit; therefore, she

was unable to determine the age of the rental unit doors when they were damaged, beyond 24 years.

**#2 Extra cleaning → \$380.00**

The Agent submitted a document entitled “Vacant Unit Chargeback Cleaning”, which sets out the cleaning work done on the rental unit at the end of the tenancy, noting that the cleaning start date was March 3, 2019, and the cleaning end date was March 22, 2019. This document provides detailed notes about the type of cleaning needed throughout the rental unit. Under the heading “General Condition of Suite” it states: “Very dirty. Food debris and graffiti on walls. Dirt, food in registers.” The cleaning work set out on the document includes the removal of dirt and food from kitchen cabinets, cleaning the range hood, cleaning the stove and refrigerator, washing the ceiling and lights, scrubbing the register. There are similar notes setting out the cleaning work done in each room of the two-bedroom, one-bathroom rental unit.

The document sets out that it took 23 hours to clean the rental unit; however, four hours were deducted from the total. The Agent said this amount is automatically deducted as the time it would normally take the building manager to perform a rental unit cleaning. As a result, the total amount billed for this work was \$20.00 per hour for 19 hours or \$380.00.

**#3 Replace doors labour → \$60.00**

The first category claimed above addressed the amount the Tenant owed from door damage dating back to 2017. The third and fourth claims regarding door replacement occurred, because the move out inspection noted holes in the bedroom and closet doors. The submitted invoice stated that this work took two hours at \$30.00 per hour for a total labour charge of \$60.00

**#4 Replace doors supply → \$119.93**

The materials charge related to the claim in the last category was set out on a national hardware store invoice with a charge of \$112.08 plus \$7.85 provincial services tax for a total of \$119.93. This invoice is dated April 4, 2019.

**#5 Debris Removal → \$720.00**

The Agent submitted an invoice from a cleaning company, which sets out three dates on which the items left behind by the Tenant were removed and taken to the dump. The invoice states that the work was completed on January 18, 19, and 21, 2019, and the company charged \$720.00 for this work; however, it did not separate charges for hours of labour, hourly rate, or dumping fees.

**#6 Steam Clean Boiler Fins → \$270.00**

This category addresses the dirt and damage done to the heating units in the rental unit that the Agent called “boiler fins”. The Agent submitted photos showing the damaged condition of these units. She also submitted a receipt from a cleaning company for “steam cleaning” these units. The Agent said that this was the first time they had to steam clean boiler fins when a tenant vacated a unit, because they were dirty.

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 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, "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."

Policy Guideline #40 ("PG #40") is a general guide for determining the useful life of building elements for determining damages. The useful life is the expected lifetime, or the acceptable period of use of an item under normal circumstances. If an arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant's responsibility for the cost of the replacement.

## **#1 Door Replacement → \$267.06**

Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures of a rental unit, a claim for damage and loss is based on the depreciated value of the item and **not** on the replacement cost. This reflects the useful life of fixtures, such as carpets, countertops, doors, etc., which depreciate all the time through normal wear and tear.

In PG #40, the useful life of doors and locks is 20 years each. The evidence before me is that the doors and locks in the rental unit were new prior to 1993; therefore, they were over 24 years old when they were damaged in June 2017, and had been used beyond their useful life. The CIR indicates that the doors were in good condition at the start of the tenancy, but the Landlord said in the hearing that the Tenant damaged the doors and passage set or locking mechanisms in June 2017.

As a result of the useful life of these items being over, I find that they were due for

replacement by the Landlord, anyway. Therefore, I find the Tenant is not responsible for replacing something that had outlived its useful life. As such, I dismiss this category of the claim without leave to reapply.

**#2 Extra cleaning → \$380.00**

The Agent said it took 23 hours to clean the rental unit after the tenancy ended. This did not include the time to remove the furniture and debris left behind by the Tenant, for which the Landlord is charging the Tenant \$720.00 in another category.

The rental unit had two bedrooms, one bathroom, a kitchen, and a living room/dining room. This would mean that it took approximately 4.6 hours to clean each room, which I find is unreasonable in the circumstances. I appreciate from the photographs the Landlord submitted that the rental unit was not in reasonably clean condition when the tenancy ended; however, I find it more reasonable that it would take a cleaner closer to three hours per room to bring the rental unit to a point of being reasonably clean, pursuant to the Act and Policy Guidelines. Accordingly, I award the Landlord 15 hours of cleaning time at \$20.00 per hour for a total of **\$300.00**

**#3 Replace doors labour → \$60.00**

The move out inspection noted holes in both bedroom doors and a closet door. Again, the useful life of the doors had passed; therefore, the Landlord was due to replace these items, anyway, so the Tenant should not be responsible for replacing a depreciated fixture with a new fixture. Therefore, I dismiss this category of claim without leave to reapply.

**#4 Replace doors supply → \$119.93**

The move out inspection noted holes in both bedroom doors and a closet door. Again, the useful life of the doors had passed; therefore, the Landlord was due to replace these items, anyway, so the Tenant should not be responsible for replacing a depreciated fixture with a new fixture. Therefore, I dismiss this category of claim without leave to reapply.

**#5 Debris Removal → \$720.00**

I find that the photographs of the rental unit reveal that there was an abundance of used

furniture and other debris left behind by the Tenant. I find it reasonable that it would take hours each visit to remove the items, moving them through the residential property to a truck, transporting them to the dump, paying the dumping fees, and returning to the unit to finish the work three times. I find it more likely than not that it could take at least six hours a visit to complete this task on three separate visits, at a cost of approximately \$25.00 per hour, plus gas, plus dumping fees. When I consider the evidence before me overall, I find this is reasonable in the circumstances. I, therefore, award the Landlord **\$720.00** for this claim category.

#### **#6 Steam Clean Boiler Fins → \$270.00**

Given the evidence before me overall on this matter, I find this undisputed claim is reasonable in the circumstances. I, therefore, award the Landlord **\$270.00** in recovery of this expenditure.

#### Summary

	Receipt/Estimate From	For	Amount Awarded
1	Landlord/[national supplier]	Door replacement	\$0.00
2	Landlord	Extra cleaning	\$300.00
3	Landlord	Replace doors (labour)	\$0.00
4	[national supplier]	Replace doors (supplies)	\$0.00
5	[Local janitorial service]	Debris removal	\$720.00
6	[Local janitorial service]	Steam clean boiler fins	\$270.00
		<b>Total monetary order claim</b>	<b>\$1,290.00</b>

Given that the Landlord is partially successful in this Application, I also award the Landlord recovery of their \$100.00 Application filing fee pursuant to section 72 of the Act, for a total monetary order of **\$1,390.00**, pursuant to section 67 of the Act.

#### Conclusion

The Landlord's claim for compensation for damage or loss against the Tenants is



partially successful. The Landlord has established a monetary claim of \$1,290.00, plus recovery of the \$100.00 Application filing fee. The Landlord is awarded a Monetary Order under section 67 of the Act from the Tenant in the amount of **\$1,390.00**.

This Order must be served on the Tenant by the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

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: January 16, 2020

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Residential Tenancy Branch