



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Devonshire Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **FFL, MNDL-S**

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- Authorization to recover the filing fee for this application from the tenant pursuant to section 72; and
- A monetary Order for Damages and authorization to retain a security deposit pursuant to sections 38 and 67.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:42 p.m. to enable the tenant to call into this hearing scheduled for 1:30 p.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

In accordance with Rule 7.3 of the *Residential Tenancy Branch Rules of Procedure* ("Rules"), this hearing was conducted in the absence of the tenant.

The landlord gave evidence that she served the tenant with the Application for Dispute Resolution hearing package and evidence by registered mail on February 7, 2020. The landlord provided a Canada Post tracking number and receipt for the mailing, recorded on the cover page of this decision. I find the tenant is deemed served with the Application for Dispute Resolution hearing package and the evidence 5 days after the registered mailing, pursuant to section 89 and 90 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damages?

Can the landlord recover the filing fee?

Background and Evidence

A copy of the tenancy agreement was provided as evidence. The fixed one-year tenancy began on February 1, 2019 becoming month to month after the first year. Rent was set at \$1,700.00 per month payable on the first day of the month. At the commencement of the tenancy, the landlord collected a security deposit of \$862.00 which she continues to hold. A condition inspection report was done at the beginning and at the end of the tenancy.

The landlord gave the following undisputed testimony. The tenancy ended when the tenant gave a one month notice to end tenancy, effective January 31, 2020. A condition inspection report was conducted on that day at 3:00 p.m. Both the landlord and the tenant attended, signing the condition inspection report. On the condition inspection report, the landlord notes the rental unit suffers from marked walls in the kitchen; the balcony is dirty with a broom and jar left behind; and that the stove is dirty inside. Photographs of the described damage was provided as evidence. A photograph depicting an unwiped closet track was also provided as evidence, however this was not noted on the condition inspection report.

The landlord testified that the rental unit was cleaned by the property manager's in-house cleaners whose job description includes cleaning units after tenants move out. The landlord gave undisputed testimony that it took the cleaners approximately three hours to clean the dirty oven using cleaning supplies. The mark on the wall was repainted. A monetary order worksheet indicating \$150.00 to clean the suite and \$100.00 to paint the kitchen wall were provided as evidence.

Analysis

Section 37 of the *Act* requires every tenant to leave a rental unit "reasonably clean" at the end of the tenancy and a landlord may seek the cost to bring the unit up to a state of reasonable cleanliness.

Residential Tenancy Branch Policy Guideline PG-1 was written to provide guidance to landlords and tenants regarding maintenance, cleaning, and repairs of residential property and manufactured home parks, and obligations with respect to services and facilities.

*The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. **The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard.** 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). **(emphasis added)***

Specifically, PG-1 notes:

MAJOR APPLIANCES

At the end of the tenancy the tenant must clean the stove top, elements and oven, defrost and clean the refrigerator, wipe out the inside of the dishwasher.

WALLS

Cleaning:

The tenant is responsible for washing scuff marks, finger prints, etc. off the walls unless the texture of the wall prohibited wiping.

Nail Holes:

1. Most tenants will put up pictures in their unit. The landlord may set rules as to how this can be done e.g. no adhesive hangers or only picture hook nails may be used. If the tenant follows the landlord's reasonable instructions for hanging and removing pictures /mirrors/wall hangings/ceiling hooks, it is not considered damage and he or she is not responsible for filling the holes or the cost of filling the holes.

2. The tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, or screws or tape have been used and left wall damage.

3. The tenant is responsible for all deliberate or negligent damage to the walls.

The tenant did not attend the hearing to present any evidence to contradict the landlord's testimony that the rental unit was not left 'reasonably clean' at the end of the tenancy. The landlord noted the damage to the wall on the condition inspection report and provided photographic evidence to satisfy me the tenant is responsible for

compensating the landlord for that damage done to the kitchen wall. I award the landlord **\$100.00** to paint the wall in the kitchen pursuant to section 67 of the *Act*.

PG-1 notes that it is the tenant's responsibility to clean inside the oven. The landlord has provided photographic evidence and undisputed testimony to satisfy me the tenant did not do so at the end of the tenancy. I award the landlord a further **\$100.00** as compensation for this work.

As part of her claim, the landlord seeks compensation for wiping down the tracks to the closet and cleaning bird poop from the balcony. I find that the state of the balcony and the closet track to be 'reasonably clean' as defined by section 37 of the *Act*. While the photographs show areas that were left in a state that may not be described as "move-in ready", I find the unit was left reasonably clean and undamaged except for reasonable wear and tear. The tenant is not responsible for reasonable wear and tear to the rental unit or site, or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act*. I decline to award the landlord any additional monetary award for cleaning.

As the landlord's application was mostly successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

The landlord continues to hold the tenant's security deposit of \$862.00. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain \$300.00 of the tenant's security deposit in satisfaction of the monetary claim.

Item	Amount
Painting of kitchen	\$100.00
Cleaning inside of oven	\$100.00
Filing fee	\$100.00
Less security deposit	(\$862.00)
Total	(\$562.00)

Conclusion

The landlord is entitled to retain \$300.00 of the tenant's security deposit. The remaining \$562.00 of the tenant's security deposit is to be returned to the tenant in accordance with section 38 of the *Act*.

I issue a monetary order in tenant's favour in the amount of \$562.00.

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: June 29, 2020

Residential Tenancy Branch