



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

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

This hearing commenced on August 25, 2020 and was adjourned to continue on October 9, 2020. The interim decision should be read in conjunction with this decision.

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.

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

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The parties agreed that the tenancy began on April 15, 2015. Rent in the amount of \$1,850.00 was payable on the first of each month. The tenants paid a security deposit of \$925.00. The tenancy ended on April 1, 2020.

The parties agreed that a move-in condition inspection was done. Neither party had a copy of that report for my consideration. A move-out condition inspection was not done; however, as this was during a state of emergency, and the process was unclear. I find it would be unfair to both parties if I declared that either had extinguished their rights. Therefore, this hearing proceeded based on the testimony and documentary evidence.

The landlord claims as follows:

a.	Counter repair and labour	\$ 42.79
b.	Blind repair and labour	\$ 21.37
c.	Window cleaning, supplies and labour	\$ 68.67
d.	Transition strip and labour	\$ 50.58
e.	Bifold door kits and labour	\$ 58.72
f.	Carpet repair 3 stairs	\$ 130.87
g.	Blind cleaning labour	\$ 162.50
h.	Filling, sanding and preparation for painting	\$ 37.50
i.	Fix loose hinges labour	\$ 12.50
j.	Cleaning of rental unit and supplies	\$ 256.17
k.	Filing fee	\$ 100.00
	Total claimed	\$ 873.00

Counter repair and labour

At the outset of the hearing the tenants stated they are not disputing this portion of the landlord's claim.

Blind repair and labour

The landlord testified that the blinds had to be repaired as the buttons on the bottom blinds which hold the string were broken or missing. The landlord stated that the cost of the buttons was \$15.12, and it took them 15 minutes to make the repair. The landlord seeks to recover the cost of \$21.37.

The tenants testified that they do not understand what the buttons are. The tenants stated they did not cause any damage to these buttons.

Transition strip and labour

The landlord testified that the wood transition strip on the floor was cracked and broken. The landlord stated that they had to buy the transition strip at the cost of \$38.08 and it took them 30 minutes to repair. The landlord seeks to recover the cost of \$50.58.

The tenants testified that the transition strip was glued down, and it simply just cracked. The tenants state this is simply wear and tear.

Bifold door kits and labour

The landlord testified that the bifold doors were working when the tenancy commenced, and they were not working properly at the end of the tenancy. The landlords seeks to recover the cost of the door kits of \$33.72 and labour of 1 hour for the total amount of \$58.72

The tenants testified that the bifold doors were spring loaded, and one was replaced a few years earlier. The tenants stated that the doors were working fine for them when they vacated.

Carpet repair 3 stairs

The landlord testified that the tenants caused damage to the carpet on 3 of the stairs as they were stained with what appeared to be red paint. The landlord stated that they had the carpet replaced on the stairs; however, they are only asking for the cost of the repair to the 3 stairs and the cost of removal, which took them approximately 10 minutes. The landlord stated the carpet was approximately 10 years old at the time of replacement.

The tenants testified that it was not paint on the carpet. The tenants stated that this was a stain from one of their children's drinking juice. The tenants stated that the stain was so minor it does not justify replacing the carpet.

Blind cleaning labour

The landlord testified that the tenants did not clean the blinds at the end of the tenancy. The landlord stated that they had to remove the blinds, clean them and then reinstall them. The landlord stated that they also had to repair the raising strings. The landlord stated that spend approximately 6.5 hours cleaning and repairing the string on the blinds. The landlord seeks to recover their labour in the amount of \$162.50.

The tenants testified that they did clean the blinds. The tenants stated they dusted them off and wiped them down with a wet cloth. The tenant stated that they did not remove the blinds from the window casing. The tenants stated that they were just not cleaned to the landlord's standards. The tenants stated that there was nothing wrong with the string that raised or closed the blinds.

Filling, sanding and preparation for painting

The landlord testified that they had to fill, sand and prepare the walls for painting. The landlord stated that the holes were from pictures being hung on the walls and there was an extra lock installed on one of the doors. The landlord stated that the tenants did attempt to patch the holes; however, it was not done properly. The landlord stated that they spent 1.5 hours making the repairs and seek to recover the cost in the amount of \$37.50.

The tenants testified that they did not cause any damage to the walls, except to an area on the stairs where the vacuum came into contact with the wall. The tenants stated that they filled and patched all the holes in the walls the best they could.

Fix loose hinges labour

The landlord testified that they had to fix the hinges on the cupboards because they were loose and some of the holes had to be filled with a filler. The landlord stated that it took them approximately 30 minutes to make the repair. The landlord seeks to recover labour in the amount of \$12.50.

The tenants testified that they are not responsible for tightening up the screws in the cabinets. The tenants stated that from time to time they would have to tighten the screws as they would get loose from normal wear and tear. The tenants stated that the cabinets were not of good quality and every time you adjust a screw, some of the particle board would fall out.

Cleaning of rental unit

The landlord testified that the tenants did not clean the deck, fence and shed. The landlord stated that they spent 1.5 hours pressure washing these areas.

The landlord testified that they had to wash all the walls, cupboard, shelves, floors, clean the light fixtures, and all the windows, sills and frames. The landlord stated that they spend 7.5 hours cleaning. The landlord stated they had to purchase cleaning supplies in the amount of \$31.17.

The landlord seeks to recover the labour for 9 hours for a total of \$225.00. The landlord stated that they normally charge \$40.00 per hour; however, they are giving the tenants a break and only charging \$25.00.

The tenants testified that they are not responsible to power wash the landlord's property. The tenant stated they removed all their belongings from the deck, and that they swept and used the garden hose to wash off the deck.

The tenants testified that the landlord pictures do not accurately depict the rental unit. The tenants stated that they cleaned the entire rental unit. The tenants stated that the landlord's standard is unreasonable.

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 landlord has 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 does not constitute damage. Normal wear and tear refers 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.

Counter repair and labour

The tenants agreed to the cost of repair and labour for the countertop. Therefore, I find the landlord is entitled to recover the cost in the amount of **\$42.79**.

Blind repair and labour

I am not satisfied that the landlord has met the burden of proof that the blinds were damaged by the actions or neglect of the tenants. I find any repairs were more than likely due to reasonable use and the aging process. Further, repairs and maintenance of the blinds are the responsibility of the landlord. Therefore, I dismiss this portion of the landlord's claim.

Transition strip and labour

I am not satisfied that the landlord has met the burden of proof that the transition strip was broken by the action or neglect of the tenants. This was a tenancy of five years and I find it more likely than not due to reasonable use and the aging process. Therefore, I dismiss this portion of the landlord's claim.

Bifold door kits and labour

I am not satisfied that the landlord has met the burden of proof that the bifold door mechanism were broken by the actions or neglect of the tenants. It is not uncommon that such mechanism become loose or broken under normal use and the aging process. The landlord has provided no evidence that the tenants were neglectful.

Further, I find it more likely than not that this was a repair and maintenance that was the landlord's responsibility under the Act. Therefore, I dismiss this portion of the landlord's claim.

Carpet repair 3 stairs

I accept that 3 stairs on the carpet had minor staining, which can be expected from time to time. However, even if I find the tenants were neglectful when they allowed their child to drink juice on those stairs, I find the carpets were ten years old at the time of replacement.

Under the Residential Tenancy Policy Guideline 40, which determines the useful lifespan of an item, carpets have a useful lifespan of ten years. I find the carpets have fully depreciated. I find the landlord has not suffered a loss. Therefore, I dismiss this portion of the landlord's claim.

Blind cleaning labour

I am not satisfied that the blinds were left unreasonably clean, with the exception of one blind. While I accept the blinds were not cleaned to the landlord's satisfaction; however, that is a standard higher than the Act requires. Therefore, I grant the landlord a nominal amount for labour in the amount of **\$50.00**.

Filling, sanding and preparation for painting

I am not satisfied that the tenants were responsible for filling, sanding or preparing the walls for painting. The tenants are entitled to hang items on the walls to make it suitable for their own use. This is not considered damage. Under the Residential Tenancy Policy Guideline 1, the tenants are not responsible for filling the holes or the cost of filling the holes.

While I accept there was minor damage to the wall that was caused by the tenant vacuuming. However, the tenants made reasonable efforts to make the repair. Therefore, I dismiss this portion of the landlord's claim.

Fix loose hinges labour

I am not satisfied that the tenants were responsible for fixing the loose hinges on the cabinets. There was no evidence to support the tenants were neglectful. The hinges simply could have become loose under normal use and the aging process. I find the landlord has failed to prove a violation of the Act. Therefore, I dismiss this portion of the landlord's claim.

Cleaning of rental unit

In this case, the landlord is claiming for cleaning the premise. I have reviewed the landlord's photographs. The photographs do not show a fair representation of the entire premise as they are of small areas in which the photographs were taken and have been enlarged. There were no photographs provided that showed me an entire room.

While I accept there may have been minor deficiency, such as behind the appliances. I am not satisfied based on the totality of the evidence that everything required cleaning as claimed by the landlord. The Act only requires the tenants to leave the rental unit reasonably clean, not perfectly clean and not to the landlord's own personal standard.

Further, the landlord is claiming labour for pressure washing the deck, fence and shed. I find that is unreasonable as the tenants are not responsible to power washing the property, such as fencing or an exterior shed, this is basic maintenance which is the landlord's responsibility. The tenants are only responsible to leave the premise reasonably clean.

Therefore, I find it appropriate to grant the landlord two hours of labour for the minor deficiencies in the cleaning, in the amount of **\$50.00**.

I find that the landlord has established a total monetary claim of **\$242.79** comprised of the above described amounts and the \$100.00 fee paid for this application.

I order that the landlord retain the above amount from the security deposit of **\$925.00**. **I order the balance of the security deposit of \$682.21 be returned forthwith to the tenants.** I grant the tenants a monetary order in this amount should the landlord fail to comply with my order. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **landlord is cautioned** that costs of such enforcement are recoverable from the landlord.

Conclusion

The landlord is granted a monetary order and may keep a portion of the security deposit in full satisfaction of the claim and the tenants are granted a formal order for the balance due of their security deposit.

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: October 19, 2020

Residential Tenancy Branch