



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing convened as a result of a Landlords' Application for Dispute Resolution filed on September 22, 2020 wherein the Landlord sought monetary compensation from the Tenants in the amount of \$1,011.73, authority to retain their security and pet damage deposit and recovery of the filing fee.

The hearing of the Landlords' applications was conducted by teleconference at 1:30 p.m. on October 20, 2020. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised. I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Are the Landlords entitled to monetary compensation from the Tenants?
2. Should the Landlords be authorized to retain the Tenants' security and pet damage deposit?
3. Should the Landlords recover the cost of the filing fee from the Tenants?

Background and Evidence

The tenancy began July 1, 2017. At that time rent was \$1,185.00. The Tenants paid a security deposit in the amount of \$592.50 and a pet damage deposit in the amount of \$592.50.

The tenancy ended September 1, 2020.

The Landlord testified that they performed a move in and move out condition inspection. Copies of the reports were provided in evidence before me.

The Landlords filed a Monetary Orders Worksheet in which they detailed their monetary claim as follows:

Replacement cost of range 50%	\$1,004.51
Cleaning	\$156.64
Carpet cleaning	\$189.00
Light bulbs	\$63.84

The Landlords sought compensation for the cost to replace the range top, and alleged the Tenants chipped it during their tenancy. In support of their claim, the Landlords submitted photos of the range top. The Landlords also provided a copy of the manual for the range in evidence which provided that when the top is chipped it must be replaced as it is a hazard. During the hearing before me, the Landlords confirmed they are seeking \$502.26 representing half of the value of the replacement cost of the range in the amount of \$1,004.51. The Landlord confirmed that they attempted to replace the cooktop, but the part was discontinued. He also confirmed the range was approximately 7 years old.

The Landlords also claimed the cost to clean the rental unit. In support they submitted photos of the rental unit taken at the time the tenancy ended. The Landlord, P.S., confirmed that the Landlord, T.S., took those photos between August 31, 2020 and September 4, 2020; most of which were taken at the time of the move out condition inspection. P.S. stated that on the date of the inspection about half of the lightbulbs were missing such that it was very difficult to see and as such they took more photos when the bulbs were replaced.

The Landlords also sought the cost to clean the carpet. The Landlord stated that the Tenants attempted to clean the carpet by renting a carpet cleaner, but this was insufficient. The Landlord stated that he spent almost two hours pulling out black dog hair from the stairwell.

The Landlord stated that he had to replace approximately 15-20 lightbulbs at a cost of \$63.84.

The Tenant, A.D., responded to the Landlords' claim as follows.

In response to the Landlords' claim for the cost to replace the range the Tenant noted that the range top was "pitted and shadowed" on the date of move in as noted on the move in condition inspection report. The Tenant stated that it was chipped when they moved in as noted on the move in, and any additional marks were just wear and tear. She further noted that as per the manual, the glass top should have been replaced when they moved in as it was already pitted; in this respect she pointed out that the manual for the range included the following notation:

If pitting or indentation in the glass surface has already occurred, the cooktop glass will have to be replaced. In this case, service will be necessary.

The Tenant further noted that the only thing noted on the move out inspection with respect to the range was that it was dirty, not that it was damaged.

In terms of the Landlords' claim for cleaning, the Tenant stated that they spent hours cleaning the rental unit. She also noted that the Landlords submitted photos that were taken days after the tenancy ended.

In terms of the claim for carpet cleaning. The Tenant confirmed that they rented a steam cleaner and cleaned the carpets as required. She denied that further cleaning was necessary.

In terms of the claim for light bulbs the Tenant noted that there were only 4 light bulbs that were out, and as such, she does not understand how it can be that 15-20 bulbs needed to be replaced. The Tenant confirmed that the rental unit is 2 bedrooms, approximately 1,100 square feet.

In reply, the Landlord stated that there are 25 light bulbs in the rental unit. He noted that the receipt for the bulbs was for the ones he replaced.

In terms of the move in condition inspection notation about the pitting and minor damage to the stove top, the Landlord stated that it was not to the point of requiring replacement. The Landlord also pointed out that they included photos taken in July of 2017 when the tenancy first began, and the photos taken at move out are “dramatically different” in terms of the damage to the range top.

Analysis

In this section reference will be made to the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, and the *Residential Tenancy Policy Guidelines*, which can be accessed via the Residential Tenancy Branch website at:

www.gov.bc.ca/landlordtenant.

In a claim for damage or loss under section 67 of the *Act* or the 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* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party 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.

To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- proof that the damage or loss exists;
- proof that the damage or loss occurred due to the actions or neglect of the responding party in violation of the *Act* or agreement;
- proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- proof that the applicant followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails.

Section 37(2) of the *Act* requires a tenant to leave a rental unit undamaged, except for reasonable wear and tear, at the end of the tenancy and reads as follows:

37 (1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.

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

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and

(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

After consideration of the testimony and evidence before me, and on a balance of probabilities I find the following.

Replacement Cost of Cooking Range

I have reviewed the photos submitted by the Landlords with respect to the range top as well as the information contained in the condition inspection reports prepared at the time the tenancy began and when it ended. While the range top was more damaged at the end of the tenancy, the move in inspection report and the photos taken at the time the tenancy began confirm that it was pitted and damaged when the tenancy began. The owner's manual for the range indicates that pitting of the range top necessitates replacement such that I find it likely the range top should have been replaced when the tenancy began. I therefore dismiss the Landlords' claim for the replacement cost of the range.

Cleaning Costs

I have reviewed the photos provided in evidence by the Landlords. These photos support the Landlords' testimony that the rental required cleaning at the end of the tenancy. I accept the Landlords' testimony that due to the burned-out light bulbs it was difficult to see the extent of the cleaning required when the move out condition inspection report was completed. I find it reasonable that the Landlords took some of

the photos after the bulbs were replaced and I draw no adverse inference with respect to the timing of those photos.

I also find the amounts claimed for cleaning to be reasonable, when considering the condition of the rental unit as depicted in the photos, and I therefore award the Landlords the **\$156.64** claimed.

Carpet Cleaning

Residential Tenancy Policy Guideline 1: Landlord & Tenant – Responsibility for Residential Premises provides the following guidance with respect to carpets:

CARPETS

1. At the beginning of the tenancy the landlord is expected to provide the tenant with clean carpets in a reasonable state of repair.
2. The landlord is not expected to clean carpets during a tenancy, unless something unusual happens, like a water leak or flooding, which is not caused by the tenant.
3. The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.
4. The tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, or another occupant, has had pets which were not caged or if he or she smoked in the premises.

In this case the Landlords acknowledge that the Tenants cleaned the carpets, but they argue the carpets were so dirty they required a second cleaning. The only photo submitted by the Landlords was of one step of the staircase. Although this photo shows some discolouration of the light carpet, I find the Landlords have submitted insufficient evidence to support a finding that the carpets required a second cleaning. I therefore dismiss this portion of the Landlords' claim.

Lightbulb Replacement Cost

Residential Tenancy Policy Guideline 1: Landlord & Tenant – Responsibility for Residential Premises provides that a Tenant is responsible for replacing light bulbs during their tenancy.

The move out condition inspection report indicates that in almost every room there were bulbs which were burned out. The Tenants submitted that there were only four light bulbs which were out. The Landlords provided a receipt for the replacement bulbs and testified that the receipt coincided with the replacement of all the bulbs which were burned out when the tenancy ended. The Landlord also testified that approximately half of the lightbulbs were burned out when the tenancy ended such that it was difficult to even take photos of the rental unit at the time. I accept the Landlords' evidence in this respect and find that the Tenants failed to replace the burned-out light bulbs when the tenancy ended. I therefore find the Landlords are entitled to recovery of the associated costs in the amount of **\$63.84**.

As the Landlords have been partially successful in their claim, I award them recovery of the \$100.00 filing fee.

Conclusion

The Landlords' claim for monetary compensation from the Tenants is granted in part. The Landlords are entitled to the sum of **\$320.48** for the following:

Cleaning	\$156.64
Light bulbs	\$63.84
Filing fee	\$100.00
TOTAL AWARDED	\$320.48

Pursuant to sections 38 and 72 of the *Act*, I authorize the Landlords to retain \$320.48 from the Tenants security deposit of \$592.50 and pet damage deposit of \$592.50.

The Tenants are therefore entitled to return of the balance of their deposits in the amount of **\$864.52**. In furtherance of this, I grant the Tenants a Monetary Order in the amount of **\$864.52**. The Tenants must serve this Order on the Landlords and may file and enforce it in the B.C. Provincial Court (Small Claims Division).

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: November 18, 2020

Residential Tenancy Branch