



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 set to deal with a landlord's application for compensation for cleaning, damage and junk removal; and, authorization to retain the tenants' security deposit.

The landlord appeared for the hearing; however, there was no appearance on part of the tenants.

Since the tenants did not appear, I explored service of the hearing materials upon the tenants.

The landlord testified that she sent the proceeding package and evidence to each tenant via registered mail at their forwarding address and the registered mail was successfully delivered. The landlord provided the registered mail receipts, including tracking numbers, as proof of service. I was satisfied the tenants were duly served with notification of this proceeding and I continued to hear from the landlord without the tenants present.

I noted that in filing the Application for Dispute Resolution the landlord was seeking compensation of \$600.00 yet the landlord provided a Monetary Order worksheet totally \$998.00. The landlord explained that she was limiting her claim to the amount of the security deposit (\$600.00) and that she was waiving entitlement to any amounts in excess of the security deposit. As such, I proceeded to consider whether the landlord has established an entitlement to compensation in an amount equal to or greater than the security deposit.

Finally, the landlord pointed out that the name of the female tenant appears different than on the tenancy agreement because the co-tenants got married and the female tenant changed her name.

Issue(s) to be Decided

Has the landlord established an entitlement to compensation from the tenants equal to or greater than the amount of the security deposit for cleaning, damage and junk removal?

Background and Evidence

The tenancy started on October 15, 2013 and the landlord collected a security deposit of \$600.00. The tenants were initially required to pay rent of \$1200.00 on the first day of the month. Rent was increased to \$1250.00 per month starting March 1, 2015 when a subsequent tenancy agreement was executed.

The landlord acknowledged that a move-in inspection report was not prepared.

The landlord submitted that the tenants gave notice to end the tenancy to be effective June 30, 2020 and a move-out inspection was set up for 6:30 p.m. on June 30, 2020; however, the tenants had not finished moving out by then so a second move-out inspection was scheduled for 6:30 p.m. on July 1, 2020. On June 30, 2020 the landlord was trying to set up a time to do the move-out inspection and the male tenant responded that he did not want the "damage deposit" back. The tenants did not show up for the move-out inspection set for July 1, 2020 and the landlord proceeded to do a move-out inspection report without the tenants present.

Since the landlord failed to do a move-in inspection report and the tenants did not give the landlord written authorization to retain the security deposit, the landlord proceeded to make this Application for Dispute Resolution. Below, I have summarized the landlord's submissions.

1. Carpet cleaning

The landlord submitted the tenants left the carpets ripped and filthy. The landlord obtained estimates of \$250.00 - \$300.00 to have the carpets professionally cleaned. The landlord's sister, who acted on her behalf during the tenancy and after the tenancy ended, cleaned the carpets herself over several hours with a rented machine.

2. Lawn mowing

The landlord submitted the tenants left the lawn bare in some areas and overgrown in other areas. The tenant obtained an estimate of \$100.00 to cut the grass. The tenant stated the yard is quite large and it takes approximately four hours to cut the grass. The landlord's sister cut the grass after the tenancy ended.

3. Missing lights and showerhead

The landlord submitted that many lightbulbs were missing at the end of the tenancy, as was the showerhead. The landlord is claiming \$50.00 for replacement of these items. The landlord's sister purchased new light bulbs and a showerhead although the landlord did not upload the receipt. The landlord indicated she could upload the receipt after the hearing; however, I did not permit this as it had not been served upon the tenants either.

4. Damaged door

The landlord submitted that a hole was punched in an interior door. The landlord obtained a printout from a home improvement store showing a new interior door costs \$188.00. The landlord acknowledged that a new door was not purchased as she sold the house "as is" in September 2020.

5. Missing light fixture

The landlord submitted that there was a light fixture missing from the bathroom at the end of the tenancy. The landlord claimed \$50.00 for this claim and submitted a printout from a home improvement store showing the cost of new light fixtures. The landlord acknowledged she did not purchase a new light fixture as she sold the house without the light fixture.

6. Cleaning

The landlord submitted the rental unit was left by the tenant in a very dirty condition. The landlord obtained quotes from professional cleaners who would charge \$35/hour for 8 hours, or \$280.00. The landlord's sister ended up doing the cleaning and removing of junk from the property over more than 20 hours. The landlord provided several photographs of the inside the rental unit and in the yard in support of this claim.

7. Junk removal

The landlord submitted the tenants left a lot of junk on the property. The landlord's sister loaded the junk in a truck and took it to the dump. The landlord is seeking \$75.00 to recover the cost of the dump fee, gas to transport the junk to the dump, and time to drive to/from the dump.

With respect to the landlord's sister performing the labour to clean, removal junk, cut the grass, the landlord submitted that her sister acted on her behalf during the tenancy and after the tenancy as the landlord lives in another City. The landlord stated she will repay her sister for all of her efforts in the future.

Analysis

Section 37 of the Act provides that a tenant is required to leave a rental unit "reasonably clean" and vacant which means removal of the tenant's possessions including garbage or unwanted items.

Upon review of the landlord's several photographs, I accept that the tenants left the rental unit dirty and failed to remove all of their possessions or junk which is a violation of section 37 of the Act. As such, the landlord is entitled to recover losses associated to cleaning the rental unit and removal of junk.

Section 32 of the Act provides that a tenant is required to repair damage caused to the rental unit or residential property by their actions or neglect, or those of persons permitted on the property by the tenant. Section 37 of the Act requires the tenant to leave the rental unit undamaged at the end of the tenancy. However, sections 32 and 37 provide that reasonable wear and tear is not considered damage. Accordingly, a landlord may pursue a tenant for damage caused by the tenant or a person permitted on the property by the tenant due to their actions or neglect, but a landlord may not pursue a tenant for reasonable wear and tear or pre-existing damage.

I also accept the unopposed evidence before me that the tenant damaged the door during the tenancy by causing a large hole in the door and did not repair the damage, which is a violation of the sections 32 and 37 of the Act. As such, the landlord is entitled to recover losses associated to the damaged door, if any. I note the door appears to be of an older style; whereas the door seen in the printout provided as evidence is modern looking. Also of consideration is that the landlord did not replace the door and sold the

house “as is” and the loss associated to the damaged door is unknown. As such, I find this claim warrants a nominal award of \$1.00.

As for the lawn cutting, section 32 of the Act requires that a tenant perform some maintenance of a rental unit. Residential Tenancy Policy Guideline 1 provides that tenants of a single family dwelling are generally responsible for routine yard maintenance including lawn cutting. I find the landlord’s photographs show a lawn that has been left uncut. Therefore, I find the tenants failed to maintain the yard and the landlord is entitled to be compensated for losses associated to cutting the lawn at the end of the tenancy.

I further accept that several lightbulbs were missing at the end of the tenancy. Residential Tenancy Branch Policy Guideline 1 provides that when light bulbs burn out during the tenancy the tenant is responsible for replacing the light bulb. The tenants failed to do so and the landlord is entitled to recover the cost to purchase new light bulbs that the tenants ought to have installed. However, the cost of the light bulbs was not supported by a receipt and I find a nominal award of \$1.00 to be warranted.

Finally, I accept the unopposed evidence before me that the tenants removed the showerhead and a light fixture during the tenancy and failed to replace these items. However, the landlord failed to provide a receipt for the purchase of a replacement showerhead and did not replace the light fixture so the loss associated to these items is not sufficiently supported and I find it warrants a nominal award of \$1.00.

Considering all of the above, I find the tenants violated their obligation to leave the rental unit reasonably clean, the tenants failed to remove their junk, the tenants failed to repair damage they caused, and failed to replace light bulbs, a showerhead and a light fixture.

As for the landlord’s losses, I accept the landlord’s position that her sister did the labour to clean the property, remove the tenant’s junk, cut the grass and replace the lightbulbs and the landlord will repay her sister in the future in some way. As such, I accept that the landlord’s sister was acting as the landlord’s agent and her sister’s labour amounts to a loss to the landlord. Given the condition of the rental unit and the yard it was left by the tenants, I accept that several hours were spent to cut the large lawn, clean the carpets, clean the rental unit, install light bulbs, and load and take items to the dump. The landlord submitted that her sister spent at least 20 hours just cleaning up the property and I find that figure reasonable. At a rate of \$25.00 per hour, 20 hours amounts to an award of \$500.00.

In keeping with all of the above findings and awards, I find the landlord entitled to compensation of \$503.00. As the landlord's application had merit, I further award the landlord recovery of the \$100.00 filing fee she paid for this Application for Dispute Resolution. As the sum of all awards exceeds the security deposit of \$600.00, I grant the landlord's request to retain the tenants' security deposit.

Conclusion

The landlord is authorized to retain the tenants' security deposit in its entirety in full satisfaction of her losses.

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 05, 2020

Residential Tenancy Branch