



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S MNDCL-S, MNDL-S, FFL

### Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for unpaid rent in the amount of \$1,925.00; for a monetary order for damage or compensation for damage under the Act, of \$628.17; for a monetary order for damages of \$5,800.00, retaining the security deposit to apply to these claims; and to recover the \$100.00 cost of their Application filing fee.

The Tenant, [C.K.] and the Landlords, J.W., A.S., and D.R., appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlords were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. 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.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

We had to adjourn the first hearing, because we had not finished reviewing the Landlords' claims by the end of the hearing time. We reconvened in order to finish the hearing, and the same Parties attended both hearings.

### Preliminary and Procedural Matters

The Landlords provided the Parties' email addresses in the Application and they confirmed these addresses in the hearing. They also confirmed their understanding that

the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing.

Issue(s) to be Decided

- Are the Landlords entitled to a monetary order, and if so, in what amount?
- Are the Landlords entitled to recovery of the \$100.00 Application filing fee?

Background and Evidence

The Parties agreed that the rental unit was a rancher house with a second suite, but that the Tenants rented the whole house; however, the Tenant. C.K., said that her ex, A.K., lived in the basement suite of the residential property at the end of the tenancy.

The Parties agreed that the fixed term tenancy ran from June 1, 2017 to May 31, 2018, and then operated on a month-to-month basis. They agreed that the Tenants paid the Landlords a monthly rent of \$2,850.00, due on the first day of each month. The Parties agreed that the Tenants paid the Landlords a security deposit of \$1,425.00 and no pet damage deposit. They agreed that the Tenant vacated the rental unit on August 31, 2020.

The Landlords said that the residential property was “old”; however, they said it had been renovated – “redone” – about a year before they purchased it in 2017. The Landlords said that they did an inspection of the condition of the residential property at the start of the tenancy, however, they said they were unable to find a copy of the condition inspection report (“CIR”) for the hearing. They submitted a copy of the move-out CIR and photographs of the rental unit at the start and the end of the tenancy for evidence of what happened during the tenancy.

The following chart is based on the Landlords’ monetary order worksheet that they submitted, and on their comments on revisions (lowering of costs/estimates) in the hearing.

|   | Receipt/Estimate<br>From | For                 | Amount     |
|---|--------------------------|---------------------|------------|
| 1 | Net rent September 2020  | Rent September 2020 | \$1,925.00 |

|    |                                 |   |                   |
|----|---------------------------------|---|-------------------|
| 2  | Utilities                       | Paid on September 15  | \$121.70          |
| 3  | [D.B.] Carpet                   | Floor replacement   | \$4,500.00        |
| 4  | Hardware stores - repairs       | Moisture damaged baseboards                                   | \$187.69          |
| 5  | Dump, paint store -ongoing est. | Clean ceiling, floor removal & seal                           | \$114.50          |
| 6  | D.R. labour ongoing, estimated  | Tile floor grout remediation                                  | \$87.50           |
| 7  | J.W. labour ongoing, estimated  | Yard clean up   | \$375.00          |
| 8  | A.S. labour                     | Stove top cleaning  | \$75.00           |
| 9  | Floor removal & seal            | [A.S.] labour removing, cleaning floor; repairing baseboards. | \$731.25          |
| 10 | Cleaning skylight               |   | \$212.50          |
|    |                                 | <b>Total monetary order claim</b>                             | <b>\$8,208.44</b> |

#### **#1 Net Rent for September 2020 → \$1,925.00**

I have included evidence that relates to the Landlords' other headings within the evidence in this category, because it also provides background and relevance to this claim.

The Tenants moved out on August 31, 2020; however, the Landlords said that they could not rent the residential property for two months after that date, because of the damage they said was left by the Tenants. They said: "There were a lot of reasons why the repairs took so long, but that's complicated. . . we're not claiming the second month."

When I asked the Landlords what they did to find new tenants, they said:

[A.S.] scheduled some showings, but it was clearly – he was shocked – I thought he was overreacting, but we scheduled a meeting; clearly, this is a lot of damage, and [C.K.'s] probably not aware of how much this will cost.

[A.S.] was not exaggerating. My eyes watered in one of the rooms. The floors were clearly damaged beyond repair, except for one room. Tiles in the kitchen and bathroom were heavily soiled. We tried to show the unit, but we couldn't. During that meeting, I left that meeting saying that I thought it was bad, but I thought he had been overreacting. She said you can have the house back early

on the 15<sup>th</sup>. I said that would help. Let me run some numbers. [A.S.] had already priced flooring. We just had to seal it, not replace it. [C.K.] said she was cleaning, painting. . . and could be out early.

You can see our worksheet has no amount for those items – just what it cost to fix the floors. I gave that to her, and I never heard anything. That put us in a bad situation. Clearly, this is the path that she wanted to take. The three of us have multiple tenants - we've had multiple houses for years, but we've never been to the RTB.

A.S. said:

Initially, I wanted to show the place for rent. I hadn't been over there, but asked her to clean and tidy up. The odour was so strong; most people walked in and walked right out. After the first 15 minutes, I put a note on the door saying the showings were cancelled.

I asked the Landlords what kind of odour they noticed, and they said:

[C.K.] had some guinea pigs, rabbits, rats - it was urine that was so strong that it was shocking. I think that's what damaged the floors. They used quite a bit of water on the floor every time they tried to mop it, and the urine got into the laminate. We had to get a sealer to seal the sub-floor to minimize the smell. [The Tenant, A.K.,] came over several times and was well aware of how pungent the smell was.

The Tenant said:

My main thing, I thought there were going to be some repairs - I hadn't been able to use the fireplace - so I had offered to leave a little early, but they declined. The odour they're talking about, my daughter had a couple of caged rats, and this was one of the reasons she needed to leave – my daughter wasn't cleaning the cage every two days. The rats were never free running; once the cage was cleaned, the smell was gone. I gave proper notice, so I shouldn't be responsible for September's rent

When they gave me a quotation dated August 12<sup>th</sup>. . . I haven't been to arbitration. I always try to leave my places in as best a condition as I can. Re the floor, there was nothing I could do about that. The cleaning and painting estimate - I went ahead and hired a friend who is a professional cleaner. I did all the

painting, so I did what I thought was . . . I was there three and a half years, and people told me I didn't have to paint. I did two coats; I didn't buy cheap paint. I did all mouldings. I thought I had done a good job. Their first comment for the walk-out report was that I had done a good job on the cleaning. There were cathedral ceilings - I couldn't reach the skylights - I didn't have a ladder, and I didn't feel comfortable climbing that high.

A.S. said:

As far as the ceilings – they're 20 feet high, including the skylights. There was mould from the amount of moisture left on the floor. We had to get scaffolding and literally scrub every square inch of that upper wall and ceiling. She did the lower wall. The mould was from the moisture left on the floor all the time. That's what causes mould to occur in a place like that - especially in the middle of summer.

The Tenant said:

Regarding the moisture on the floor – it seems to me that I didn't leave a constant layer of water on the floor. I hand-washed and dried the floors, because I didn't want to cause damage.

Within the first few months, I couldn't mop the floor, because it would lift at the edges a little bit. There was damage if you left them wet. I couldn't treat them in a way – even a swiffer mop was a risk.

The Landlords introduced into evidence photographs of the rental unit flooring from before and after the tenancy. They said the photographs “speak for themselves”.

[D.W.] said:

Clearly, a lot of water was being put on there. [A.K.] is a custodian, but it turns out it was [C.K.] using it. During their entire residence, there was a yellow mop bucket with four wheels and a heavy mop. This was on the front porch the whole time.

The Tenant replied: “If there was a mop and bucket on the front porch, it was for outside. I never used it inside. It was [A.K.'s]. I used a vegetable bowl with a cloth.”

“In a 1400 sq ft house?” the Landlords asked. “Yeah, it was fun,” said the Tenant.

**#2 Utilities – August only → \$121.70**

The Landlords said that this was paid by the Tenants, therefore they withdrew it from their claim.

**#3 Floor replacement → \$4,500.00**

The Landlords said that the flooring in the residential property was “fairly new,” and that it was undamaged in one bedroom at the end of the tenancy. They said: “One daughter didn’t let any pets in her room, so maybe that’s what happened. That floor was never changed.”

The Landlord, D.R., said:

The before-pictures show that the floor is fine. In the after-pictures, it’s not fine. I’ve seen water damage before – I look after military housing; we have the cleaning contract. I have never seen damage like this from someone living in a house. There was a lot of water on the floors.

The laundry room was flooded. [The Tenant, A.K.] told us there was a flood in the laundry room. It’s not a different house, as [C.K.] says – that’s the house. We don’t want to be doing this. I disagree that the floors were cleaned by a bowl. It was a heavy mop or having pets. A couple corners were worse where the rabbit was – there was pet-related and mop-related damage.

[We] did all the repairs. We weren’t doing them on the expectation of profiting from this. It was an unknown if we are ever going to get paid for this. The floors were under three years old. We replaced them with a vinyl, which was slightly different.

I reviewed the before and after photographs, and I find that the rental unit had smooth, clean flooring that looks relatively new at the start of the tenancy. However, the post-tenancy photographs dated September 2020 show water damage across the floors with the edges of the laminate boards curling up.

The Landlord submitted an invoice for the flooring replacement dated November 18, 2020, which has the vendor’s name and address, their GST number, a description of the work done as “vinyal [sic] flooring 900 sq ft” with a price of \$4,500.00.

#### **#4 Moisture Damaged Baseboards → \$187.69**

The Landlords said that sections of the baseboards were damaged from moisture, much like the flooring was damaged. The Landlords said that these were also new in 2016, and therefore, were approximately four years old at the end of the tenancy.

The Landlords submitted a photograph that they said was taken just outside the laundry room dated September 1, 2020. The photo shows the baseboard was removed from the wall by the doorway, with evidence of water damage on the doorframe by the floor. I find this photograph evidences that it is more likely than not that the baseboards would have had moisture damage, as well.

The Landlords said:

We used quarter-inch round boards – there's a gap – we only cut out the damaged sections. You have to take off the baseboards or you can't put the floor down, and we only put a quarter inch round – to mitigate the costs.

The Tenant said:

Regarding the pictures submitted – my laundry room had a wood floor, not a tile floor, that's why I'm saying it had a wood floor. We had to replace the washer and dryer – there might have been a bit of water when we replaced the washer. Any water that was spilled was cleaned up right away.

The only baseboard damaged was along the base of the bathtub, but that wasn't sealed – even if using the fan, it caused a little bit of damage.

The Landlord said: "Item E in her response package – that's the laundry room. That floor was a different colour than the rest of the house. [A.S.] and the carpenter installed that themselves."

The Tenant said: "The pictures submitted are of the laundry room, showing a tile floor, not a wood floor, so it's just not the same room."

The Landlords said:

The photograph is from September 2020 of the laundry room – that's from the inside of the laundry room – you are right, that photo is outside the laundry room.

That's leaving the bathroom on the other side of the laundry room. That's where the water came from when it flooded. But she's quite right, that's not inside the laundry room

The Landlord submitted an invoice from a national building materials vendor for 11/16" quarter round of F.J. pine at \$0.63 per foot, for 266 feet for \$167.58, plus PST and GST, for a total of \$187.69.

**#5 [Local] Land fill – floor disposal → ~~\$141.00~~ 114.50**

The Landlords said that this claim is for the cost of disposing of the old flooring. D.R. said: "We used our own equipment to haul it to the landfill. That's half of the floor, and the rest was disposed of at my office, we are just claiming for that which went to [the local dump]."

The Tenant did not have any comments for this claim.

The Landlords submitted a receipt from the local dump dated September 4, 2020, for a total charge of \$114.50. When I noted this discrepancy with the amount the Landlord initially claimed, they said to go by the receipt amount, and they apologized for the error.

**#6 Removal of Floor/Clean up by D.R. → \$87.50**

The Landlords explained this claim, as follows:

That's to go pick up the floor. Basically, A.S. pulled up the floor and took that half a load to [dump], and then I came back and picked up the rest of the floor – a trailer full - that went to my office. This amount is my labour at \$25.00 an hour of general labour I was doing.

The Tenant did not have any comments for this claim.

I note that the Landlord is claiming 3½ hours of labour for picking up the flooring and disposing of it at the dump.

**#7 Yard Clean-Up → \$375.00**

D.R. said that the Parties agreed that the Tenants would be responsible for lawn and garden maintenance. However, he said:



I did all the weeding and clean up for that. In the tenancy agreement at paragraph 44, there are other notes about the landscaping. It says, 'The Landlord will provide the Tenants with a lawnmower, so they are able to maintain the yard.'

And we provided them with the lawnmower. Picking up dog poop and cutting the lawn was a small portion, compared to the lack of maintenance and stuff thrown around. There were trailer loads of garden debris – no dump fees, but there were trailer loads. Any clippings, branches, yard debris, leaves from trees that you would commonly see in the yard - organic waste - they didn't clean any of it up.

The Tenant said:

Both myself and the basement tenants did do the lawn . . . I purchased the lawn mower and the weed whacker. There were just a few dog poops on the gravel. My ex, who is in the basement portion - he likes to take care of it. I left the lawn mower and the weed whacker there.

The Landlord said:

[A.S.] did landscaping from yard complaints from the neighbour. I went to do hard labour to clean up the weeds that were growing into the neighbour's yard. We put bark mulch down to be easier to maintain, but every year we had a complaint from the neighbour that the yard was not being looked after.

Maybe they bought another one, but we left a lawnmower for them.

The Landlords said that J.W. did 15 hours of yard work at \$25.00 per hour for a total of \$375.00.

In their written submission, the Tenants said the following about the Landlords' claim for yard work:

Tenant regularly tended to the yard with their own lawnmower and weedwhacker and hand removed weeds, and cleaned up after their pets. Amount claimed seems excessive for a few pieces of dog feces on the gravel.

Clause 44 of the tenancy agreement states: "The Landlord will provide the Tenants with a lawnmower, so they care able to maintain the yard."

**#8 Stove top Clean and Oven Door → \$75.00**

D.R. said:

So, the time spent – [A.S.] actually cleaned the top of the stove; I don't know how he got that done. It was something that had overflowed and got in the glass door of the oven, and [C.K.] said she was unable to clean it. Whatever had overflowed in the glass door – I had to take it apart and take the glass out and reassemble it.

The Tenant said:

Just as I mentioned, when doing the final walk through – there was mention of some marks on the top, but he hadn't mentioned this much. I didn't even notice the glass. I cleaned the inside and the top, but nothing else was said. My witness can attest to that.

The Tenant did not bring or call a witness into the hearing.

A.S. said:

The stove top is a glass top. You literally had to take razor blades to scrape the food off the glass. It was quite the job.

The Landlords submitted a photograph of the glass stovetop dated September 1, 2020. I can see that there is something deeply ingrained around the element circles on the stovetop in this photograph.

Comments written onto the move-out portion of the CIR state: "Stove top scratches, dishwasher dirty" in the "Appliances" section.

**#9 Floor Removal and Seal → \$731.25**

The Landlord said:

The smell from pet urine was so strong, we removed all flooring and used a special sealant on plywood to eliminate the smell. It was all done manually; that's what it cost for that.

The Tenant said:

I didn't leave water on the floor. As for the pet urine, there was nothing on the

CIR – my witness can attest to nothing there. When the cages were removed, there was no smell. There's nothing on the walkout report about a urine smell in the house.

The CIR indicates that there was "water/moisture" on the floors throughout the rental unit. There was the smell of "ammonia" noted in the bathroom; however, there was no note of a urine smell on the CIR.

A.S. said:

[A.K.] could attest to how many hours we worked – he would come in and check how things were going – he didn't live in the house; he lived in suite, which had absolutely no issues.

D.R. said:

I don't know what to say. Talking about smell – it was eye-watering. For the move out inspection, all of the windows were open, fans were on - it smelled like bleach. I had employees do electrical work, plumbing work - it was eye-watering. See the photos – the swelling of the materials – the photos we submitted of the floors and baseboards. To say that the witnesses didn't say anything, I don't think that's valid. The witnesses didn't say there was no smell - it's not valid to say that saying nothing means there was no smell. My shoes had to sit in the back of my truck. The floor replacement guys were not going to rip it up, because of the smell, so we did it.

The Tenant said:

Regarding them talking about the walls in the main room, I cleaned the whole house with – there were no marks on the walls. The reason why [A.K.] didn't want to participate is that he didn't reside in that part, and none of these concerns relate to him. He and I don't speak anymore, so it's not fair of him making the comments.

A.S. said:

As far as not leaving water on the floor, she said she didn't do the floors - she left that to her kids. So, she is speaking for her children between 12 – 16 – maybe they didn't know how to do the job properly. They were the ones cleaning up after the pets, so maybe that's why she doesn't know how it got so wet.

The Tenant said:

For the first 6 months, the kids were helping clean, but after the problem with the floor, I handwashed the floor myself. They didn't help for the next three years. I have been handwashing those floors myself for three years.

On their monetary order worksheet, the Landlords set out the following to explain this claim:

[A.S.] labour 7.25 hours at \$25.00 – removal/cleanup floor

[A.S.] labour 22 hours at \$25.00 – repairing damaged baseboard

#### **#10 Cleaning of Skylight → \$212.50**

D.W. said:

[J.W.] broke this down in two separate ways to help describe it. There's six skylights in the living room, plus time to set up the scaffolding. There was one big job and it looks like [J.W.] separated it into cleaning of the skylight, from the portion assigned to the previous one. This is nowhere near the value of what that job was worth. That job was worth much more than this.

A.S. said:

You have to remember that there were hours and hours we have not claimed - for that we hadn't claimed. It would have cost thousands of dollars – ridiculous. Just to get someone to pull up 1000 sq ft of flooring

The Tenant said she had no comment on this claim.

D.W. said:

The ceiling – see the pictures - is 20 feet high. I assume the amount of moisture from water left in the floor in the summer created a mould on every square inch of the living room. Everything above six or seven feet wasn't done, because she couldn't get a ladder to do it. We got scaffolding and hand-scrubbed everything.

The Tenant said:

I could not clean sky lights – they are 20 feet high, and I'm not comfortable climbing up that high, but that needed to be done for sure.

## Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Before the Parties testified, I advised them of how I would analyze the evidence presented to me. I said that a party who applies for compensation against another party has the burden of proving their claim on a balance of probabilities. Policy Guideline 16 sets out a four-part test that an applicant must prove in establishing a monetary claim. In this case, the Landlords must prove:

1. That the Tenants violated the Act, regulations, or tenancy agreement;
2. That the violation caused the Landlords to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the Landlords did what was reasonable to minimize the damage or loss.

“Test”

As set out in Policy Guideline #16 (“PG #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.”

### **#1 Net Rent for September 2020 → \$1,925.00**

The Landlords’ evidence is that they arranged some showings to prospective tenants before the Tenants moved out; however, I find that given the effect on prospective tenants of the odour of pet urine in the rental unit, the Landlords soon determined that there was no point in continuing the showings at that point. I find that the Landlords were reasonable in determining that they would have to do repairs to the residential property before they could re-rent it.

I accept the Landlords’ testimony that they were unable to re-rent the residential property until November 2020, because of all the work that had to be done to repair the rental unit. I note, however, that they only charged the Tenants for one month’s missed rent because of the condition in which the Tenants left the residential property. I find it reasonable for the Landlords to recover their claim of one month’s rent from the Tenants for the re-rental delay resulting from the poor condition of the rental unit at the end of the tenancy.

I, therefore, award the Landlords with **\$1,925.00** from the Tenants for this claim, pursuant to sections 62 and 67 of the Act.

**~~#2 UTILITIES – August only → \$121.70~~**

Withdrawn, because it was paid by the Tenants.

**#3 Floor replacement → \$4,500.00**

Section 32 of the Act requires a tenant to make repairs for damage that is 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 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.

As set out in Policy Guideline #16 ("PG #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."

Based on the evidence before me on this matter, I find that the damage to the flooring is more than normal wear and tear. Accordingly, I find that the Tenant must compensate the Landlords for this damage.

Policy Guideline #40 ("PG #40") is a general guide for determining the useful life of building elements and provides me with guidance in determining damage to capital property. 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.

In PG #40, the useful life of linoleum flooring is 10 years. The evidence before me is that the flooring was new in 2016, so the flooring was approximately four years old at the end of the tenancy, and it had six years or 60% of its useful life left. The "before" photographs of the flooring indicates that it was in good condition at the start of the tenancy, but I find that the photographs from the end of the tenancy indicate that it was significantly damaged during the tenancy.

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 to a rental unit, a claim for damage and loss is based on the depreciated value of the item and **not** based 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 her testimony, the Tenant said that the edges of the floor would lift a little bit when she mopped the floor, so she said she hand-washed and dried the floor for the rest of the 3½ year tenancy. Taking into consideration the size of the rental unit, the condition of the flooring at the end of the tenancy, and common sense and ordinary human experience, I find that it is more likely than not that the Tenant mopped the floors, as the Landlords have suggested. I find on a balance of probabilities that it is unlikely that the Tenant washed all of the linoleum flooring by hand for 3½ years. As such, I find that the Tenant is responsible for the damage to the flooring.

I find that the Landlords are eligible for compensation for the useful life that should have been left in the flooring at the end of the tenancy or 60% of the replacement cost. I award the Landlords with **\$2,700.00** or 60% of the \$4,500.00 paid to replace the damaged flooring throughout the residential property, pursuant to section 67 of the Act.

**#4 Moisture Damaged Baseboards → \$187.69**

I find from the photograph, that the Landlords have provided evidence that a portion of the baseboard in the rental unit was damaged by excessive moisture on the floor. PG #40 does not cover the useful life of baseboards; therefore, I am unable to apply this calculation to this analysis.

I find that the Landlords have provided sufficient evidence that they needed to replace baseboards in the rental unit at the end of this tenancy. I find that the Landlords have provided evidence of the damage, the cost to repair it, as well as evidence that they did what was reasonable to minimize the cost by cutting out sections that needed to be replaced, rather than replacing all baseboards in the residential property.

I find that the value of this loss or the cost of the replacement was reasonable in the circumstances, and I, therefore, award the Landlords with **\$187.69** from the Tenants for this claim, pursuant to section 67 of the Act.

**#5 [Local] Land fill – floor disposal → ~~\$141.00~~ 114.50**

Other than their transcription error in claiming \$141.00, rather than \$114.50 that is on the dump receipt, I find that the Landlords have provided sufficient evidence to support this undisputed claim. I, therefore, award the Landlords with **\$114.50** from the Tenants for this matter, pursuant to section 67 of the Act.

**#6 Removal of Floor/Clean up by D.R. → \$87.50**

I find that the Landlord's undisputed claim in this regard is reasonable in the circumstances, and I award the Landlord recovery of **\$87.50** from the Tenant for this matter, pursuant to section 67 of the Act.

**#7 Yard Clean-Up → \$375.00**

Policy Guideline #1 ("PG #1"), "Landlord & Tenant – Responsibility for Residential Premises" sets out the following regarding property maintenance responsibilities.

**PROPERTY MAINTENANCE**

1. The tenant must obtain the consent of the landlord prior to changing the landscaping on the residential property, including digging a garden, where no



garden previously existed.

2. Unless there is an agreement to the contrary, where the tenant has changed the landscaping, he or she must return the garden to its original condition when they vacate.

3. Generally the tenant who lives in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass, and clearing snow. The tenant is responsible for a reasonable amount of weeding the flower beds if the tenancy agreement requires a tenant to maintain the flower beds.

4. Generally the tenant living in a townhouse or multi-family dwelling who has exclusive use of the yard is responsible for routine yard maintenance, which includes cutting grass, clearing snow.

5. The landlord is generally responsible for major projects, such as tree cutting, pruning and insect control.

6. The landlord is responsible for cutting grass, shovelling snow and weeding flower beds and gardens of multi-unit residential complexes and common areas of manufactured home parks.

### **GARBAGE REMOVAL AND PET WASTE**

Unless there is an agreement to the contrary, the tenant is responsible for removal of garbage and pet waste during, and at the end of the tenancy.

[emphasis added]

I find from the testimony that the Landlords had to clean up the yard by weeding and pruning and mowing the lawn, which I find are responsibilities designated to tenants as “routine yard maintenance”, according to PG #1 and clause 44 of the tenancy agreement.

I find that the Tenants may have cut the lawn periodically throughout the tenancy; however, I find that they neglected to do yard work for which the Landlords have claimed it took 15 hours to complete.

I find that the Landlords provided minimal evidence supporting their claim for a considerable amount of time claimed for yard work. However, based on the condition in which the Tenants left the rest of the residential property, I find it more likely than not that they did not leave the landscaping in the best condition, either. However, I agree

with the Tenants that the amount claimed is excessive, without further supporting evidence, such as photographs of the yard before and after the tenancy.

I find it reasonable to award the Landlords with half of the amount claimed or 7½ hours of work at \$25.00 per hour for a total of **\$187.50** pursuant to section 67 of the Act.

**#8 Stove top Clean and oven door → \$75.00**

I find that the Landlord submitted sufficient evidence with the photograph of the stovetop post tenancy, the CIR comments, and the testimony describing what it took to remove the marks. As such, and pursuant to section 67 of the Act, I award the Landlords with **\$75.00** for three hours of cleaning at \$25.00 per hour.

**#9 Floor Removal and Seal → \$731.25**

Given the evidence before me overall, I find on a balance of probabilities that the Landlords' claim in this matter is reasonable in all of the circumstances. I find the Landlords saved money by doing this work themselves, especially considering that hired workers would not do it, because of the smell. Within the first few months, I couldn't mop the floor, because it would lift at the edges a little bit. There was damage if you left them wet.

Further, the Tenant said that her children helped clean the floors at the start of the tenancy. However, she said: "Within the first few months, I couldn't mop the floor, because it would lift at the edges a little bit. There was damage if you left them wet." The Tenant said that she did the floors by hand for the remaining three plus years of the tenancy. I find this as an acknowledgment that the Tenants are responsible for the condition of the flooring at the end of the tenancy. Therefore, and pursuant to section 67 of the Act, I award the Landlord with **\$731.25** from the Tenants for this work.

**#10 Cleaning of Skylight → \$212.50**

Given the testimony, including the Tenant's comment that this needed to be done, I find that the Landlords provided sufficient evidence that this claim is reasonable. As such, and pursuant to section 67 of the Act, I award the Landlords with **\$212.50** for this claim.

Summary and Set Off

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset

against the Tenants' security deposit of \$1,425.00 in partial satisfaction of the Landlords' monetary claim.

Given their success in this Application, I also award the Landlords with recovery of the **\$100.00** Application filing fee, pursuant to section 72 of the Act.

|    | Receipt/Estimate From           | For   | Amount            |
|----|---------------------------------|---|-------------------|
| 1  | Net rent September 2020         | Rent September 2020   | \$1,925.00        |
| 2  | Utilities                       | Paid on September 15  | \$0.00            |
| 3  | [D.B.] Carpet                   | Floor replacement   | \$2,700.00        |
| 4  | Hardware stores - repairs       | Moisture damaged baseboards                                   | \$187.69          |
| 5  | Dump, paint store -ongoing est. | Clean ceiling, floor removal & seal                           | \$114.50          |
| 6  | D.R. labour ongoing, estimated  | Tile floor grout remediation                                  | \$87.50           |
| 7  | J.W. labour ongoing, estimated  | Yard clean up   | \$187.50          |
| 8  | A.S. labour                     | Stove top cleaning  | \$75.00           |
| 9  | Floor removal & seal            | [A.S.] labour removing, cleaning floor; repairing baseboards. | \$731.25          |
| 10 | Cleaning skylight               |   | \$212.50          |
|    |                                 | <b>Sub-total</b>  | <b>\$6,220.94</b> |
|    | Residential Tenancy Branch      | Application filing fee  | \$100.00          |
|    |                                 | Less Tenant's security deposit                                | (\$1,425.00)      |
|    |                                 | <b>Total monetary order claim</b>                             | <b>\$4,895.94</b> |

The Landlords are authorized to retain the Tenant's security deposit of \$1,425.00 in partial satisfaction of the monetary awards and filing fee award of \$6,320.94. I grant Landlords a Monetary Order of **\$4,895.94** for the remaining amount owed to them by the Tenants from these awards.

### Conclusion

The Landlords are successful in their Application in the amount of **\$6,220.94**, plus the recovery of the \$100.00 Application filing fee from the Tenants.

The Landlords are authorized to retain the Tenants' security deposit of \$1,425.00 in partial satisfaction of this monetary award. The Landlords are granted a monetary order of **\$4,895.94** for the remaining amount owed them by the Tenants.

This Order must be served on the Tenants by the Landlords 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: April 23, 2021

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Residential Tenancy Branch