



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 convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order of \$552.89 for damages for the Landlord, retaining the security deposit to apply to the claim; and to recover the \$100.00 cost of her Application filing fee.

The Landlord, the Tenant, and an advocate for the Tenant ("Advocate"), 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 it. During the hearing the Tenant and the Landlord 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.

Preliminary and Procedural Matters

The Landlord provided the Parties' email addresses in the Application and they confirmed these addresses in the hearing, and added one for the Advocate. They also confirmed their understanding that the Decision would be emailed to the Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, 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. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

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

Background and Evidence

The Parties agreed that the fixed-term tenancy began on April 1, 2020, and ran to March 31, 2021, and then operated on a month-to-month basis. They agreed that the Tenant paid the Landlord a monthly rent of \$1,350.00, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$675.00, and no pet damage deposit. The Tenant said that she vacated the rental unit on April 30, 2021, and the Parties agreed that the Landlord retained the security deposit to apply to this claim.

The Landlord submitted a monetary order worksheet with the following claims that we reviewed in the hearing.

	Receipt From	For	Amount
1	[Retail stores]	Cleaning supplies	\$23.79
2	[Retail store]	Shelf liner	\$29.12
3	[Retail store]	Mop head, fridge soda	\$11.10
4	[Retail store]	Paint (egg shell)	\$23.09
5	[F.] Hotel	Extra hotel due to cleaning	\$65.79
6	Landlord's cleaning/painting	16 hours at \$25.00/hr	\$400.00
		Total monetary order claim	\$552.89

#1 CLEANING SUPPLIES → \$23.79

The Landlord said that the rental unit was not clean at the end of the tenancy, and so she had to clean it "...from top to bottom". Regarding her claim for cleaning supplies, the Landlord said:

I just purchased a few items. [P.S.] scrubbing pads, spray bottles, [disinfectant]... those sort of things. I did have a bunch of things I used myself: buckets, ... vinegar, glass cleaners, rags. I was very fair in what I presented for cleaning supplies.

It's not listed, but I was required to use putty, sandpaper, paint drop cloths, a clamp, and screw drivers, because I already possessed these items; I used what I had. I put a charge through for paint, mop head, replacing [baking] soda, but I didn't charge for the other liner. [The Tenant] and I had a discussion where I said I would be as fair as possible.

The Advocate said:

I would appreciate an opportunity for the entire context to be brought out re cleaning in the first place. You can't be charged unless she used the supplies solely and completely. She needed several entire bottles to clean up the handful of things that needed cleaning?

Fridge soda? Everyone puts in their own fresh box – you never keep a box that was left behind.

Regarding the amount withheld – it was left blank on the condition inspection report and the Tenant was asked to sign it blank. A party can't unilaterally add terms to a contract if it had been signed.

That is why she didn't sign it. [The Landlord] is claiming upwards of \$500.00 to conduct a very small amount of cleaning when the Landlord said, 'I'll take it from here'. The Tenant maybe expected to pay for two hours of cleaning

The Tenant said that she thought that one or two hours of cleaning would take care of it.

I asked the Tenant if she offered to do it herself, and she said:

Yes, but I was rushing for work and I didn't have the time, and she said it was okay and she'd take care of it.

The Landlord submitted receipts for cleaning items she listed that totalled \$23.79.

#2 SHELF LINER → \$29.12

I asked the Landlord why she needed to buy shelf liner for the rental unit, and she said:

The cabinets were brand new, and I used them to protect the drawers and shelves. A liner is like a place mat - a rubberized material you can custom cut to size; it fits perfectly in the space allowing items to be placed on it but not damaging the drawer or the shelf.

Prior to her moving in, all cabinets and drawers had shelf liners. On move out, the Tenant had taken the shelf liners and thrown them in the washing machine - they were wet - but the drawers had not been wiped down. She put liners down in dirt – that's not reasonable. Also, not all liners were there.

The additional obligations attached to tenancy agreement included that shelf liners were to be replaced by the Tenant if damaged or soiled. I replaced what wasn't usable and in the time sheet, I accounted for putting ones back in that were usable and cutting and placing ones that were not.

I asked the Landlord for evidence of the amount she is claiming, and she directed me to a receipt from a dollar store, which shows the price of the shelf liners.

The Landlord submitted a log of her time cleaning, painting, and preparing the shelf liners ("Log"). She indicated in this Log that the shelf liners took her two hours and 50 minutes to measure, cut, and trim shelf liners for 20 shelves and five drawers, and put cleaned shelf liners back in place for nine shelves and six drawers.

Advocate said:

The Landlord indicated that there was only minor damage to the shelf liners, as set out in an email in her evidence. The Tenant had offered to pay for a roll of a shelf liner. However, this amounts to reasonable wear and tear – disposable items – for which the Tenant is not responsible. In the alternative, she offered to pay \$2.50 or \$3.50 for a roll of shelf liner, which is reasonable.

The Landlord submitted a receipt from a dollar store for shelf liners that came to \$23.52.

#3 MOP HEAD, FRIDGE SODA → \$11.10

I asked the Landlord if she did not already have a mop head that she could have used for the clean up. She said:

Only that in the initial tenancy agreement; I'd left her with two mop heads - neither was returned. I did only replace one mop head, to be fair. See the email in which [the Tenant] says she provided me with a mop, but it was a Swiffer and no mop head – so it was a useless piece of equipment.

The Advocate referred me to page 31 of the Tenant's submissions for an email the Landlord sent to the Tenant on May 13, 2021, "...two weeks after the tenancy ended." The Advocate pointed to the Landlord's claims in this email: "The Receipts total \$159.60 and \$140.40 for my time." The Advocate suggested: "This number is dramatically increased in the claims." The Advocate did not comment on the mop head claim, in particular; however, she said that no one would use the baking soda left in a refrigerator when they move in; as such, she suggested that the Tenant should not pay for this amount.

#4 PAINT → \$23.09

The Landlord set out that the rental unit had been renovated prior to the Tenant moving in. The Landlord said:

Directly before the Tenant moved in. This was fresh off of a complete renovation. It was all painted, cabinets replaced, sinks, light fixtures replaced, countertops, back splash, carpet lino - everything.

The Advocate said:

Same argument - the Tenant can't be made responsible for paint. It's not reasonable damage that's beyond reasonable wear and tear. There's no evidence of photos of two tiny chips in the paint for living there for 13 months.

The Advocate referred to Policy Guideline #1 ("PG #1"), which she said sets out that a tenant cannot be required to paint the premises, but only where work is necessary. The Advocate said that any damage to the walls was reasonable wear and tear, not deliberate damage. She said: "It's not negligence. There's nothing to denote the scale.

How can you live there for 13 months and not have a scratch or a ding? This was reasonable wear and tear.”

On the move-out CIR, the Parties noted that paint and/or repair was needed in the living room, dining room, main bathroom, master bedroom, and the utility room. The Tenant signed at the end of the CIR dated May 10, 2021, and checked a box beside: “I agree that this report fairly represents the condition of the rental unit.”

The Landlord submitted a receipt from an international hardware store for eggshell paint. I find that the amount the Landlord paid for the paint with taxes and eco fee totals \$23.09.

#5 EXTRA HOTEL DUE TO CLEANING → \$65.79

I asked the Landlord why the Tenant should pay for her hotel bills, and she said:

I rationalized that by the fact that the unit was not cleaned, was not rentable, and the timing I spent preparing it for the new tenants. I didn't charge for an extra drive out. She asked for expenses - she wanted proof initially and those were the receipts I had - so that is what I sent. I couldn't stay in the unit, because it was dirty, so my next best option was a hotel. It was the cheapest I could find. It charged \$65.79.

The Advocate said:

There's no legal basis for recovering of hotel costs for landlords who live out of town. Clients with Landlords in Taiwan should be required to pay these fees? Her travel was required, because she had to clean the unit. She pre-knew that the unit was going to be dirty. It looks to me that she was travelling there because it wasn't run by a property management company. She did not pre-know that it was not going to be clean. She can't recover these costs at all.

The Landlord said:

She moved out April 30. I returned home, because I had to work. I drove back to [Town], and tried to get the unit ready. I had a tenant lined up for May 1, but I had to put them off to May 13, which was a secondary date to May 7th. But I cleaned on the 5th and 6th, but it wasn't ready for the 7th. I had to come back out to [Town] to finish up what I needed to do the morning of the 13th. This extra trip is a

complete extra trip – a total waste of my time for a unit that should have been in reasonably clean condition when she moved out.

#6 CLEANING AND PAINTING → \$400.00

The Advocate argued that the Landlord did not properly communicate to the Tenant how much cleaning and repairs were needed to be done at the end of the tenancy. The estimate of the work left to be done on the CIR was \$300.00; however, the Landlord's claim is for more than this. The Advocate asserted:

It was not made clear to the Tenant what the Landlord meant when she said 'I'll finish up here'. If this was clear to the Tenant at the time that the \$150.00 was inflated – it may have made a difference.... [The Tenant] had the right to the rental unit until 1:00 p.m. If it was made clear after the CIR that the Landlord had seen everything, [the Landlord] should have made clear to the Tenant – this is going to cost you \$500.00 – do you want to stay to the end of your tenancy to finish cleaning?

The Advocate said that the Landlord asked the Tenant to sign a blank amount. She said, "The amount to be removed from security deposit is left blank. An arbitrary amount was decided later by the Landlord." However, I note that \$300.00 was written on the move-out CIR for the amount that the Tenant agrees can be deducted from her security deposit to "finish up" the rental unit.

The Advocate said: "Cleaning, cleaning, cleaning. It could be finished in a couple hours. Perhaps it's appropriate to charge for an hour or two of cleaning by the Landlord."

In the Log, the Landlord tracked the items she cleaned, etc., and how long each item took to clean. The Log indicates that it took the Landlord 11 hours and 30 minutes to clean the entire rental unit. It says it took her one hour and 45 minutes to prepare and paint the walls that needed paint. The Landlord said she spent two hours and 50 minutes to prepare the shelf and drawer liners for use. The total number of hours the Landlord has claimed is 16.08.

Analysis

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

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 reasonably clean and 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.

PG #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, "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 CLEANING SUPPLIES → \$23.79

I appreciate Advocate's point that the Tenant should not have to pay for cleaning supplies that are left over after the rental unit was cleaned; however, I also note that the Landlord did not charge the Tenant for a number of items that the Landlord used in this process, such as: putty, sandpaper, paint drop cloths, a clamp, and screw drivers. Further, I find that it is more likely than not that the Landlord used a good portion of the cleaning supplies purchased for this job, given the number of hours she put into cleaning. I find that the amount not billed to the Tenant offsets the amount of cleaner

than may have been left after the Landlord finished cleaning. As such, I reject the Advocate's argument that the Landlord cannot claim for supplies that are left over at the end of the cleaning process.

I find that the Landlord supplied sufficient evidence to meet her burden of proof in this matter on a balance of probabilities. I, therefore, award the Landlord with **\$23.79** from the Tenant, pursuant to sections 32, 37 and 67 of the Act.

#2 SHELF LINER → \$29.12

The Advocate indicated that the Tenant offered to pay a few dollars for a roll of shelf liner. However, I find from the Landlord's evidence of having purchased shelf liners from a dollar store, that the cost is notably more than the few dollars offered by the Tenant.

I find that shelf liners are a means by which the Landlord protects the value of the property and, is therefore, a reasonable process to undertake. I find on a balance of probabilities that it would be more like reasonable wear and tear if the shelf liners had been scratched or left dirty; however, I find for them to be cleaned, but not clean where they are to go, or missing altogether is beyond reasonable wear and tear.

Based on the evidence before me on this matter, I find this is a reasonable claim pursuant to sections 32 and 37 of the Act. I, therefore, award the Landlord with **\$29.12** for this claim, pursuant to section 67.

#3 MOP HEAD, FRIDGE SODA → \$11.10

I asked the Landlord if she did not already have a mop head that she could have used for the clean up. She said:

Only that in the initial tenancy agreement, I'd left her with two mop heads, neither was returned. I did only replace one mop head to be fair. See the email in which [the Tenant] says she provided me with a mop, but it was a Swiffer and no mop head – so it was a useless piece of equipment.

The Advocate referred me to page 31 of the Tenant's submissions for an email the Landlord sent to the Tenant on May 13, 2021, "...two weeks after the tenancy ended." The Advocate pointed to the Landlord's claims in this email: "The Receipts total \$159.60 and \$140.40 for my time." The Advocate suggested: "This number is dramatically increased in the claims." The Advocate did not comment on the mop head claim, in

particular; however, she said that no one would use the baking soda left in a refrigerator when they move in; as such, she suggested that the Tenant should not pay for this amount.

#3 MOP HEAD, FRIDGE SODA → \$11.10

I find that the Landlord provided sufficient evidence to establish that she incurred these expenses on account of the condition in which the Tenant left the rental unit at the end of the tenancy. As a result, I award the Landlord with **\$11.10** from the Tenant, pursuant to section 67 of the Act.

#4 PAINT → \$23.09

The Tenant signed the move-out CIR and checked a box indicating that she agreed that it fairly represents the condition of the rental unit at the end of the tenancy. The move-out CIR indicated that paint and/or repairs were needed in five rooms of the rental unit. If these notations on the CIR indicated reasonable wear and tear, I find it more likely than not that the Tenant would not have put her name on the bottom of the CIR, as she had done for the move-in CIR portion.

Further, the Tenant agreed that the move-out CIR represented the condition of the rental unit; I therefore, find it more likely than not that the rental unit required painting in the specific rooms noted. I find that the Landlord mitigated or minimized the damage she incurred by purchasing only one can of eggshell paint for these repairs. In addition, the Landlord painted only specific rooms that required paint and/or repairs. She did not paint the entire unit, which would have been more expensive in paint and labour and not reasonable in the circumstances.

Based on these considerations of the evidence before me, I award the Landlord with **\$23.09** for the purchase of paint, pursuant to sections 32, 37 and 67 of the Act.

#5 EXTRA HOTEL DUE TO CLEANING → \$65.79

I agree with the Advocate on this point, in that the Tenant should not be penalized, because the Landlord lives in another province from the residential property. The Landlord had to stay in a hotel room, because she had to travel from her home to do the cleaning and painting needed in the rental unit. However, I find that the Landlord has not provided sufficient evidence to support her burden of proof in this matter on a

balance of probabilities. I, therefore, dismiss this claim without leave to reapply, pursuant to section 62.

#6 CLEANING AND PAINTING → \$400.00

I have found that the actions the Landlord performed in preparing the rental unit for her next tenant, aside from having billed the Tenant for the Landlord's hotel stay, are reasonable. If I multiply the number of hours the Landlord logged for these activities by \$25.00 an hour – a standard rate for this type of work - the total is \$402.08.

Based on the evidence before me overall, I find that the Landlord has kept good track of the hours she spent in preparing the rental unit for the next tenant in the Log. There is no evidence before me that the Landlord cleaned or painted the rental unit to a condition that was beyond what was reasonable. I find the Landlord's claims in this matter to be reasonable; I find it more likely than not from my experience as an Arbitrator that it would have cost more to have professional cleaner(s) and painter(s) do this work for the Landlord. I award the Landlord **\$400.00** for her efforts in cleaning and painting the rental unit, pursuant to sections 32, 37, and 67 of the Act.

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 Tenant's \$675.00 security deposit in complete satisfaction of the Landlord's monetary awards.

Given her success in this Application, I award the Landlord with recovery of the **\$100.00** Application filing fee from the Tenant, pursuant to section 72 of the Act.

	Receipt From	For	Amount
1	[Retail stores]	Cleaning supplies	\$23.79
2	[Retail store]	Shelf liner	\$29.12
3	[Retail store]	Mop head, fridge soda	\$11.10
4	[Retail store]	Paint (egg shell)	\$23.09
5	[F.] Hotel	Extra hotel due to cleaning	\$0.00
6	Landlord's cleaning/painting	16 hours at \$25.00/hr	\$400.00

		Sub-total	\$487.10
		Application filing fee	\$100.00
		Less Security Deposit	\$675.00
		Total monetary order claim	(\$87.90)

The Landlord is awarded \$587.10 from the Tenant for this claim. The Landlord is authorized to retain \$587.10 from the Tenant's \$675.00 security deposit, pursuant to section 72 of the Act, and to return the remaining \$87.90 to the Tenant as soon as possible.

I grant the Tenant a Monetary Order from the Landlord of **\$87.90** for the return of the remainder of her security deposit, after the Landlord's monetary awards have been satisfied. This Order must be served on the Landlord by the Tenant.

Conclusion

The Landlord is predominantly successful in her Application, as she provided sufficient evidence to prove her claims on a balance of probabilities. The Landlord is awarded \$487.10 from the Tenant for the claims set out above. The Landlord is also awarded recovery of the \$100.00 Application filing fee from the Tenant.

The Landlord is authorized to retain **\$587.10** from the Tenant's \$675.00 security deposit in complete satisfaction of these monetary awards. The Landlord is Ordered to return the remaining \$87.90 to the Tenant for the remainder of the security deposit.

I grant the Tenant a Monetary Order under section 67 of the Act from the Landlord in the amount of **\$87.90**.

This Order must be served on the Landlord by the Tenant 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: December 08, 2021

Residential Tenancy Branch