



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCL-S, MNDCL-S, FFL

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67;
2. A Monetary Order for damages to the unit - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The following are agreed or undisputed facts: The tenancy started on September 1, 2010 and ended on June 30, 2021. Rent of \$1,100.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$550.00 as a security deposit. The Landlord received the Tenant’s forwarding address in mid-June 2021. No move-in inspection was conducted. No move-out condition report was completed.

The Landlord states that the Parties met at the unit for a move-out inspection however the Landlord ended the inspection after feeling uncomfortable with the Tenant's disagreement over damages being noted by the Landlord. The Landlord states that they were only making mental notes of the damage and that the report was later completed alone by the Landlord. The Landlord did not provide a copy of the move-out report. The Tenant states that they have no recall of the Landlord ending the inspection early and that they left after they went through the whole unit. The Tenant states that the Landlord told them the report would be sent to them. The Tenant confirms that no report was provided.

The Landlord states that the Tenants left the carpets unclean. The Landlord states that the carpets were 11 years old at the end of the tenancy. The Landlord states that as the unit was sold with possession date on July 30, 2021, the Landlord wanted to ensure the carpets were clean for the possession date. The Landlord claims \$68.66 and \$325.00 for the costs to clean the carpets. The Tenant states that they had their own carpet cleaner that was used during the tenancy and that the carpets were cleaned at the end of the tenancy.

The Landlord states that the Tenants left the 3-bedroom, 1 bath unit unclean, in particular the kitchen and bathroom. The Landlord states that the stove was not pulled out and cleaned leaving grime on the sides and front. The bottom drawer was also unclean. The Landlord confirms that the stove does not have wheels. The Landlord states that the kitchen cupboards were left unclean both inside and outside. The Landlord states that the kitchen wooden blinds were left greasy. The Landlord does not know the age of the blinds and believe that they are likely original to the start of the tenancy. The Landlord states that fuzz and urine was left behind the toilet and that none of the baseboards in the house were cleaned. The Landlord provides photos. The Landlord states that they did the cleaning themselves and claims \$622.50 for 20.75 hours of cleaning. The Tenant states that they left the unit clean and states that they have provided a video of the state of the unit at move-out. The Landlord confirms that

the video appears to show a clean unit but states that the video did not show any open cabinet doors or close ups of the bathroom. The Tenant states that on move-out day the Landlord's inspector showed up at the unit and left a mess and drywall bits throughout the unit. The Tenant states that they had to reclean the unit. The Landlord states that the Tenants were not compensated for this cleaning as the Tenants never asked for compensation.

The Landlord states that in September 2019 the Tenants deducted \$300.00 from rent for the cost of duct cleaning. The Landlord states that in April 2021 the Landlord discovered that there was no receipt for this cleaning and that the Tenant confirmed with the Landlord that no such cleaning was done and that no deductions were made. The Landlord provides a digital image with a notation of the rent deduction. The Landlord claims the \$300.00. The Tenant states that the duct cleaning was done but not until December 2019. The Tenant states that when the Landlord asked for the receipt the Landlord referred to September 2020 as opposed to 2019 and that the Tenant replied correctly that no rents were deducted for September 2020. The Tenant states that they believe they provided the receipt to the Landlord as that was their usual practice for all the repairs made by the Tenants during the tenancy. The Tenant states that the receipt was likely provided to the Landlord over Christmas 2019 when they were in the Landlord's community. The Tenant states that the Landlord waited for two years to ask for a receipt.

The Landlord states that the Tenants were given permission to purchase a new fridge during the tenancy as the fridge in place was not working. The Landlord confirms that the Landlord accepted that the fridge no longer worked. The Landlord states that the Tenants were not told what to do with the old fridge and that the Landlord later found an online advertisement seeking \$75.00 for the fridge. The Landlord does not know the age of the fridge. The Tenant states that the fridge no longer sealed and that when the Landlord asked the Tenants to purchase a new fridge the Landlord told them to either

sell the old fridge or get rid of it. The Tenant states that after leaving the advertisement in place for several weeks the fridge did not sell so the Tenants disposed of the fridge.

### Analysis

Section 37 of the Act provides that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Policy Guideline #40 provides that the useful life of carpets is 10 years. As the carpets were aged and past their useful life, the Landlord bears the costs for any repairs to such carpet. I therefore dismiss the Landlord's claim for carpet cleaning costs.

There is no move-out report noting damage to the unit. Given the Landlord's limited photos and the undisputed evidence that the Tenants' video shows a reasonably clean unit I find that there were only some misses by the Tenants. The Tenants are not expected to clean the sides or under the stove as it had no wheels, and the Landlord did not move the stove for the Tenants to do that cleaning. I consider, given the excessive time claimed by the Landlord for those misses, that the Landlord cleaned the unit not because of the state left by the Tenants but for the purposes of the sale of the house. For this reason, I find that the Landlord has not substantiated anything more than a nominal amount of **\$50.00** for the misses.

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Given the Landlord's evidence that the Landlord accepted that the fridge that was replaced was not working I find that the Landlord has not substantiated that the fridge had any value when it was replaced. For this reason, I find that the Landlord has not substantiated any loss and I dismiss claim for \$75.00. Given the undisputed evidence that the Tenants were given permission to make a rental deduction for the duct cleaning I find that the Landlord has not substantiated any unpaid rent. Further, given the length of time the Landlord waited to look for the receipt and the

Tenants undisputed evidence of their practice in providing all receipts, I accept the Tenants' evidence that such a receipt was provided two years earlier. For this reason, I find that the Landlord has not substantiated an entitlement to \$300.00 and I dismiss this claim.

As the amount of the Landlord's monetary claim is less than the filing fee, I find that the Landlord is only entitled to recovery of half the filing fee in the amount of **\$50.00** for a total entitlement of **\$100.00**. Deducting this amount from the security deposit of **\$550.00** plus zero interest leaves **\$450.00** to be returned to the Tenants. I decline to consider the return of double the deposit given that the Act allows the Landlord to claim against the security deposit for losses other than damages to the unit as the Landlord has done with the compensation claim in relation to rent.

#### Conclusion

I Order the Landlord to retain \$100.00 from the security deposit plus interest of \$550.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for **\$450.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: February 23, 2022

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Residential Tenancy Branch