



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 dealt with the landlords' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by both landlords and the male tenant.

Neither party raised any issues with the service of evidence. However, I noted the tenant had served their evidence one day late. The landlords confirmed receipt of this evidence and that they had reviewed and were prepared to respond to it.

Issue(s) to be Decided

The issues to be decided are whether the landlords are entitled to a monetary order for compensation for damage to and cleaning of the rental unit; for all or part of the security deposit and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on October 4, 2020 for a 9 month fixed term tenancy beginning on October 1, 2020 for a monthly rent of \$1,600.00 due on the first of each month with a security deposit of \$800.00 paid. The parties agreed the tenancy ended on June 30, 2021.

During the hearing and in their written submissions the tenants agreed to compensation the landlords for \$60.00 for additional cleaning; \$189.00 for upholstery cleaning; \$45.00 for deck cleaning; and \$16.78 for the replacement of mixing bowls for a total of \$310.78. I also note that at the start of the hearing the landlord reduced their claim by excluding the claim for wall repairs in the amount of \$85.00.

The landlord seeks the following additional compensation:

Description	Amount
Cleaning – 8 hours at \$30.00 per hour – less \$60.00 noted above	\$180.00
Replacement of two fridge upper doors	\$1,575.42
Frying Pan replacement – 2 at \$70.00 each	\$140.00
Additional Upholstery cleaning 1 hour at \$30.00	\$30.00
Total	\$1,925.42

In support of their claim the landlords submitted the following relevant documents:

- A copy of a Condition Inspection Report recording the condition of the rental unit at the start and end of the tenancy. I note the tenants provided their forwarding address on the Condition Inspection Report. All starting conditions are noted as “G” for good. The end conditions are recorded as follows:
 - Walls and trim in the entry, living room, kitchen, dining room, main bathroom, master bedroom as needing cleaning;
 - Light fixtures/ceiling fan/bulbs in the entry required cleaning;
 - Window/coverings/screens in the entry, dining room, and master bedroom required cleaning;
 - Cabinets and doors in the kitchen required cleaning inside;
 - The oven and crisper and shelves in the fridge required cleaning;
 - The fridge door is noted as “replace door skin”; and
 - The report also notes in general under the section Z that the fridge door skin; clean patio, clean walls and windows, clean upholstery, replace chipped platter;
- A copy of an inventory list outlining the number of glasses; dinnerware; silverware; electronics; bedding; pots and pans; contents of the utility closet; small appliances; utensils; barbecue tools; throw pillows; fake plants; additional items; and bathroom. I note the inventory does not provide a listing of any furniture and does not record the condition of any of the contents at either start or end of the tenancy;
- The landlord has submitted a number of photographs including 6 of the fridge doors; an example of soiled furniture; wall damage; and damage to a deck table.
- Estimate for the costs of replacing the fridge doors totalling \$1,575.42; and
- Invoice in the amount of \$189.00 for upholstery cleaning.

The tenants submit that they had a professional cleaner complete their rental unit cleaning and while they acknowledged that behind the couch was missed, they disagree with the landlord’s claim for any additional cleaning other than the \$60.00 noted above in recognition of the missed area and “slight cleaning on the walls”.

The tenants disagree with the landlord’s claim for damage to the fridge. They acknowledge there was a scratch and discolouration on the right-hand door but they consider it reasonable wear and tear.

In regard to the landlord's claim for replacement of damaged frying pans the tenants submitted that they used they used them only for two months after which they purchased their own and placed the landlord's frying pans in storage.

The tenants submit there was no damage or stains to the upholstery.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Section 37 of the *Act* stipulates that 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.

Despite the tenants' position that the rental unit did not require additional cleaning except for the amount they agreed to (\$60.00) – it is not clear to me how they made this determination. For example, the landlords submitted that the rental unit required 8 hours of cleaning, including the cleaning of walls and windows and the area behind the couch at \$30.00 per hour. While the tenants clearly agree that the walls required some cleaning, they provided no explanation as to why they would agree to "slight cleaning of the walls".

I find that either the walls needed cleaning, or they didn't. I am not persuaded that the walls needed only "slight" cleaning or how that equated to only \$60.00. I am however satisfied that the landlords have established, from their documentary evidence, the cleaning of walls; the area behind the couch; as well as the other items in the identified in the Condition Inspection Report such as light fixtures; kitchen cabinets; the stove; and fridge. I am satisfied the landlord has established a valid claim for the total amount of cleaning.

I accept that the tenants acknowledged that they had caused at least one scratch on the fridge door. However, I am not convinced by the tenant's submission that this damage was "reasonable wear and tear". I accept the landlord's submissions that the damage

was caused by actions taken by the tenants to put tape on the fridge and then attempted to clean it which caused the damage. I am satisfied the landlord has established the value of the repair, which would necessitate the replacement of the doors, in the amount claim.

As to the frying pan replacement and the additional cleaning of the upholstery, I find that since the inventory list does not provide any record of the condition of either of these items at the start of the tenancy, I find the landlords cannot establish the damage occurred during the tenancy and I dismiss these portions of the landlords' claim.

As such, I find the landlords are entitled to, in addition to the agreed upon amount of \$310.78, \$180.00 for cleaning and \$1,575.42 for replacement of the fridge doors.

Conclusion

I find the landlords are entitled to monetary compensation pursuant to Section 67 in the amount of **\$2,166.20** comprised of \$310.78 agreed to by the tenants; \$180.00 additional cleaning; \$1,575.42 replacement fridge doors and the \$100.00 fee paid by the landlords for this application.

I order the landlord may deduct the security deposit and interest held in the amount of \$800.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$1,366.20**. This order must be served on the tenants. If the tenants fail to comply with this order the landlords may file the order in the Provincial Court (Small Claims) and be 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 *Residential Tenancy Act*.

Dated: February 07, 2022

Residential Tenancy Branch