



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **MNDL, FFL**

### Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with an application filed by the landlord pursuant the *Residential Tenancy Act* (the "Act") for:

- A monetary order for damages caused by the tenant or the tenant's guests pursuant to sections 7 and 67; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord and both tenants attended the hearing. As all parties were present, service of documents was confirmed. The tenants acknowledged receipt of the landlord's Notice of Dispute Resolution Proceedings package and stated they had no issues with timely service of documents. The tenants did not provide any documentary evidence for this hearing.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the *Act*.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for damages to the rental unit?

Can the landlord recover the filing fee?

### Background and Evidence

The landlord gave the following testimony. The rental unit is a lower unit of a single family home with both an upper and lower unit. The upper unit is occupied by another set of tenants. The age of the home is approximately 20 years old.

The tenancy began on April 1, 2019 with rent set at \$1,300.00 payable on the first day of each month. A security deposit was collected at the beginning of the tenancy and returned at the end of the tenancy. The landlord testified that before the tenants moved in, they did a walkthrough of the unit but no condition inspection report was completed and signed by the parties.

The tenancy ended when the landlord served the tenants with a 2 Month Notice to End Tenancy for Landlord's Use with an effective date of August 2, 2021. By email, a date for the return of the keys was set for August 4, 2021 and the landlord testified that the tenants refused to come inside to do a walkthrough with him on that day. The landlord conducted the condition inspection report without the tenants on August 4<sup>th</sup>, filling out both the columns "condition at beginning of tenancy" and "condition at end of tenancy" on the same day.

The tenants gave the following testimony. The security deposit was only partially returned but they cannot provide details as to how much was returned because they don't have their documents before them for this hearing. They had filed an application for dispute resolution regarding the security deposit however they do not have the file number before them. They agree that the landlord did not conduct a condition inspection report with them at the commencement of the tenancy. They acknowledge arriving at the unit on August 4<sup>th</sup> to drop off the keys but didn't go inside for an inspection because there was none done at the commencement of the tenancy to compare it to.

For this hearing, the landlord produced a monetary order worksheet to document the damage he alleges was caused by the tenants. I have grouped items on the worksheet for consistency in this decision. I have also combined each parties' testimony regarding each item to make it easier to understand each party's positions.

- Kitchen Faucet and Faucet Fittings

When he took possession of the unit on August 2<sup>nd</sup>, the landlord noticed that the original faucet was disconnected from the sink. He doesn't know if the faucet lying in the sink was the original one from 20 years ago or if it was installed at a later date. A photo of a disconnected kitchen faucet was provided. The landlord tried to reinstall the original

faucet but discovered it leaked. He purchased a new faucet and provided invoices for the faucet and fittings. The landlord was never informed of the faucet leaking by the tenants during their tenancy.

The tenants testified that about a week after they moved in, they also noticed the original faucet leaked. They purchased their own faucet and kept the landlord's faucet in storage. When they moved out, they took the faucet they bought and left the original one in the sink of the rental unit. The tenants testified that they don't recall notifying the landlord that the original faucet leaked.

- Range Hood and filter

The landlord testified that the hood was covered in thick grease and wouldn't turn on anymore. The fan wouldn't spin. He is unsure whether the range hood is original to the house. The range hood vents it exhaust outside through the side of the home.

The tenants testified that they were told the range hood wouldn't vent outside but would only recirculate smoke and grease throughout the suite, so they only used it occasionally.

- Fleas and pest control

Landlord: after taking possession of the unit, the landlord noticed he was getting bitten by fleas. He provided a photo of a flea on his skin as evidence. He called a pest control company to exterminate the fleas and provided their invoice. The tenants had 2 cats although the tenancy agreement prohibited pets. The landlord testified that the upper unit tenants did not have any pets.

Tenants: they acknowledge they had a cat but the cat was being treated for fleas while living there. Both sets of tenants living above them during their tenancy had pets: the first set had a dog and the last one had a cat.

- Transfer station – garbage removal

Landlord: had to make 3 separate trips to the transfer station to get rid of the debris and garbage left behind by the tenants. There were sofas left in the front yard, an old barbecue on the deck, stuff in the crawlspace and junk by the entrance. All of the tenant's trash wouldn't fit in his truck for a single load, requiring multiple trips. He called the municipality's garbage collection line to see if there were any "large item" pickups scheduled for this property and the municipality said there wasn't.

Tenants: They had called the city and arranged for a free "large item" pickup for the Tuesday after they left. The tenant texted the landlord to advise him. The tenants claim

that the sofa, the barbecue and wood were scheduled to be picked up by the municipality.

- Molly maid cleaning

Landlord: when the tenants vacated the unit, it was left dirty with stained greasy marks on the walls. It was apparent the tenants did not clean the house at all. The landlord testified he didn't clean the unit himself because he was too busy at the time.

Tenants: They don't understand why the landlord wouldn't clean the house himself if it wasn't up to his standards. They say it was clean when the tenancy ended.

### Analysis

Section 37 of the *Act* requires that, at the end of the tenancy, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

This is explored in Residential Tenancy Branch Policy Guideline PG-1 [Landlord & Tenant – Responsibility for Residential Premises]. It states:

The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. 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 refers 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.

Dealing first with the landlord's claim for cleaning by Molly Maid. The tenant's legal obligation is "reasonably clean", and this standard is less than "perfectly clean" or "impeccably clean" or "thoroughly clean" or "move-in ready". Oftentimes a landlord wishes to turn the rental unit over to a new tenant when it is at this higher level of cleanliness; however, it is not the outgoing tenant's responsibility to leave it that clean.

If a landlord wants to turn over the unit to a new tenant at a very high level of cleanliness that cost is the responsibility of the landlord. I have reviewed the photographs provided by the landlord to corroborate the claim for cleaning. I find the condition of the rental unit at the end of the tenancy to be reasonably clean except for wear or tear to be expected from daily living. I decline to award the landlord a monetary award for cleaning.

Next, I turn to the landlord's claims for a new kitchen faucet and vent hood. I accept the parties' agreement that the kitchen faucet was leaking and no longer serviceable. While I find the tenants should have notified the landlord that the faucet was faulty and given the landlord the opportunity to fix it during the tenancy; the photographs provided by the landlord lead me to believe the faucet and the range hood were the original ones installed in the house 20 years ago.

Policy Guideline PG-40 [Useful Life of Building Elements] states:

**Damage(s)**

When applied to damage(s) caused by a tenant, the tenant's guests or the tenant's pets, the arbitrator may consider the useful life of a building element and the age of the item. Landlords should provide evidence showing the age of the item at the time of replacement and the cost of the replacement building item. That evidence may be in the form of work orders, invoices or other documentary evidence.

If the 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 or replacement.

According to the guideline, the useful life of a kitchen faucet is 15 years. The useful life of a range hood is between 15 and 20 years. Even if the tenants were to be found responsible for replacing either fixture, considering the age of the faucet and the range hood, the useful life of both fixtures had expired.

Moreover, the landlord did not conduct a condition inspection report with the tenants at the commencement of the tenancy. Section 21 of the Regulations state that in dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary. Without a condition inspection report signed by the parties acknowledging the pre-existing conditions of the rental unit, the landlord has put himself in a position where he cannot prove, on a balance of

probabilities, the existence of the damages allegedly caused by the tenants when the tenancy ended. For these reasons, I dismiss the landlord's claim for compensation for both.

Rule 6.6 of the Residential Tenancy Rules of Procedure indicate the onus to prove their case is on the person making the claim. The standard of proof is on a balance of probabilities. The landlord claims the tenants brought in fleas, while the tenants claim the fleas were from the pets in the upper unit of the house. As the landlord bears the onus to prove his version is the preferred one, I find the landlord has not discharged his burden to satisfy me the tenants were responsible for the fleas. Consequently, I dismiss this portion of the landlord's claim.

Lastly, the landlord seeks to recover the fees he paid to dispose of the tenants' debris and garbage. I am satisfied that the tenants breached section 37 of the *Act* by not leaving the rental property "reasonably clean" at the end of the tenancy. The tenants are responsible for having their sofas, barbecue and other garbage removed from the rental property before the end of their tenancy. The landlord should not be expected to wait until the "following Tuesday" for their garbage to be removed. From the photos provided, I find I am in agreement with the landlord in observing that the tenants' debris was left throughout the property and not readied for a "free" collection by the municipality. I have reviewed the receipts for the trips made to the transfer facility and I find them to be reasonable. I award the landlord the dump fees totalling \$55.00.

The landlord was unsuccessful in most of his claim. The filing fee will not be recovered.

### Conclusion

I issue a monetary order in the landlord's favour in the amount of \$55.00.

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: May 17, 2022

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Residential Tenancy Branch