



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

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, their guests to the unit, site or property and authorization to withhold a security deposit pursuant to sections 67 and 38;
- An order to be compensated for a monetary loss or other money owed and authorization to withhold a security deposit pursuant to sections 67 and 38; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced at 1:30 p.m. and ended at 2:05 p.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord testified that on December 13, 2021, she sent the tenant a Notice of Dispute Resolution Proceedings package by registered mail to the forwarding address provided by the tenant on the condition inspection report made at the end of the tenancy. The landlord filed an amendment to the application and sent that document to the tenant via registered mail on January 7, 2022. The tracking numbers for the mailings are recorded on the cover page of this decision. Both the Notice of Dispute Resolution Proceedings and the amendment are deemed served upon the tenant five days after they were sent by registered mail in accordance with sections 88, 89 and 90 of the Act. This hearing was conducted in the absence of the tenant pursuant to Rule 7.3 of the Residential Tenancy Branch Rules of Procedure.

Issue(s) to be Decided

Is the landlord entitled to compensation from the tenant?

Can the landlord retain the tenant's security deposit?

Can the landlord recover the filing fee?

Background and Evidence

While I have turned my mind to all the landlord's documentary evidence including photographs, diagrams, miscellaneous letters and e-mails, and the testimony of the landlord, not all details are reproduced here. The principal aspects of the landlord's position have been recorded and will be addressed in this decision.

The landlord testified that the rental unit is the lower unit of a house with an upper and lower unit. The landlord occupies the upper unit.

A copy of the tenancy agreement was provided as evidence. The second named tenant on the tenancy agreement is the tenant's child, a minor, and the landlord states he should not be included in the landlord's application for a monetary order. Rent was set at \$1,800.00 payable on the last day of the month. An addendum to the tenancy agreement was signed whereby the tenant would pay half of the water/sewage/garbage bill (the "waterbill") for the first 4 months, then 40% thereafter. The tenant is also responsible for paying Hydro (electricity) usage as per a sub-meter installed that monitors how much electricity the tenant uses. A condition inspection report was done at the beginning and end of the tenancy. The tenant refused to sign the condition inspection report upon move out, but the landlord sent a copy of it to the tenant together with the tenant's full pet damage deposit and \$242.79 of the security deposit on October 14, 2021.

The tenancy ended on September 30, 2021.

The landlord testified that the tenant consistently paid the waterbill and the hydro bills for the first two years of the tenancy in accordance with the tenancy agreement addendum. The tenant did not pay the waterbill for the period of April 1 to September 30, 2021 and the landlord seeks \$117.69, representing the unpaid waterbill.

The landlord also testified that the tenant failed to pay her portion of 3 separate hydro bills in accordance with the written demand provided to her. The landlord seeks \$55.40 from July 4 to August 6, 2021, \$51.65 from August 6 to September 6, 2021, and \$43.97 from September 6 to September 30, 2021.

The landlord testified that the original fridge handle was broken, and she had replaced it with a brand-new handle. During the tenancy, the handle once again became loose and the tenant continued to pull on it, causing it to be pulled out of the door and snapped. The tenant told the landlord that it was not their fault it broke, but during the tenancy, the tenant never notified the landlord that the handle was loose and gave the landlord an opportunity to repair it. The landlord seeks \$39.27 for a replacement handle plus an additional \$25.00 in labour to move the swing of the door to the opposite side of the fridge because the original handle holes are unusable.

The landlord seeks \$17.96 for a water-resistant light bulb that she testified burned out in the bathroom during the tenancy. She also seeks to recover \$13.33 in cleaning supplies; \$19.03 for foaming glass cleaner and \$300.00 in labour to clean the rental unit. The landlord testified that the tenant's son marked up the walls with his shoes and that the rental unit was overall left unclean at the end of the tenancy. The landlord provided multiple photos of the unit at the end of the tenancy to corroborate her claim.

Analysis

Section 7 of the Act states: If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

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. If the applicant is successful in proving it is more likely than not the facts occurred as claimed, 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.

Turning first to the landlord's claim for the waterbill and the hydro bill. Based on the landlord's undisputed testimony and evidence before me, I am satisfied the tenant had established her agreement to pay those bills in accordance with the tenancy agreement addendum and failed to do so. I award the landlord the waterbill in the amount of **\$117.69**, and the hydro utilities from July 4 to September 30, 2021 in the sum of **\$152.02**.

Based on the landlord's undisputed testimony, I find that the tenant broke the fridge door handle during the tenancy by continuously using it while loose. The tenant did not notify the landlord that the door handle required repairs and continued to use it causing

it to break. The landlord is entitled to the cost of replacing the fridge door handle **(\$39.27)** and the cost to change the swing of the fridge door **(\$25.00)**

I have reviewed the condition inspection report supplied by the landlord and I find the landlord did not note any issues with the light bulb in the bathroom. Further, the landlord did not provide any photographic evidence to corroborate the claim for the burned-out water-resistant light bulb. I find the landlord has not provided sufficient evidence to justify the replacement light bulb and I dismiss this portion of her claim.

Section 37(2)(a) states 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.

This notion is further elaborated in Residential Tenancy Branch Policy Guideline PG-1 which 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). (emphasis added)**

PG-1 also states:

Windows:

The tenant is responsible for cleaning the inside windows and tracks during, and at the end of the tenancy, including removing mould. The tenant is responsible for cleaning the inside and outside of the balcony doors, windows and tracks during, and at the end of the tenancy. The landlord is responsible for cleaning the outside of the windows, at reasonable intervals.

Major Appliances:

At the end of the tenancy the tenant must clean the stove top, elements and oven, defrost and clean the refrigerator, wipe out the inside of the dishwasher.

If the refrigerator and stove are on rollers, the tenant is responsible for pulling them out and cleaning behind and underneath at the end of the tenancy. If the refrigerator and stove aren't on rollers, the tenant is only responsible for pulling them out and cleaning behind and underneath if the landlord tells them how to move the appliances without injuring themselves or damaging the

floor. If the appliance is not on rollers and is difficult to move, the landlord is responsible for moving and cleaning behind and underneath it.

I have reviewed the photos of the rental unit taken by the landlord at the end of the tenancy. I find that the windows were not cleaned to the extent as outlined in PG-1 and I award the landlord the cost of the window cleaner **(\$19.03)** and 2 hours of labour at \$20.00 per hour to clean the windows. **(\$40.00)**

It does not appear to me that the stove is on rollers and in accordance with PG-1, I find that the tenant is not responsible for cleaning under the stove as there is no evidence before me that the tenant was provided with specific instructions on moving it without damaging the floors.

Lastly, the tenant's legal obligation is to leave the rental unit "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 decline to award the landlord the cleaning supplies as sought or any further labour to clean or paint the rental unit.

As the landlord's application was mostly successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application.

Item	Amount
Water bill	\$117.69
Hydro bills from July 4 to Sept 23, 2021	\$152.02
Fridge door handle	\$39.27
Labour to change fridge door swing	\$25.00
Window cleaner	\$19.03
Labour to clean windows	\$40.00
Filing fee	\$100.00
Total	\$493.01

The landlord has returned \$242.79 of the tenant's \$900.00 security deposit. After deducting the monetary award of \$493.01, the landlord is ordered to return the remaining \$164.20 of the tenant's security deposit pursuant to section 72 of the Act.

Conclusion

I award the tenant a monetary order in the amount of \$164.20.

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: June 06, 2022

Residential Tenancy Branch