



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) seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for a monetary order in the amount of \$5,265.10 for damage to the unit, site or property, to retain the tenants' security deposit towards any amount owing, and to recover the cost of the filing fee.

The landlord and the tenants attended the teleconference hearing and gave affirmed testimony. The landlord and tenants were advised of the hearing process and were given the opportunity to ask questions about the hearing process during the hearing. A summary of the testimony and evidence is provided below and includes only that which is relevant to my findings. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The hearing began on January 28, 2022 and after 58 minutes was adjourned to allow additional time for all parties to be heard and to present their evidence. The hearing reconvened on April 21, 2022 and after 67 minutes was adjourned again to allow additional time for all parties to be heard and to present their evidence. On September 9, 2022, the hearing reconvened and after 64 minutes was adjourned again to allow additional time for all parties to be heard and to present their evidence. On January 17, 2023, the hearing reconvened and after an additional 61 minutes, the hearing concluded. Total hearing time was 250 minutes.

Preliminary and Procedural Matters

The landlord was advised at the outset of the hearing that their attempt to increase their monetary claim to \$7,907.18 was not permitted and that a claim may not be divided under Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 2.9. As

such, both parties were advised that the landlord's attempt to increase their monetary claim through the submission of an updated Monetary Order Worksheet was not permitted as the landlord failed to properly amend their application pursuant to RTB Rule 4.1 by completing an Amendment to an Application for Dispute Resolution form and serving that on the other party. The landlord confirmed that they were abandoning any amount over \$5,365.10, which accounts for the \$100 filing fee being claimed in this application.

In addition to the above, the parties confirmed their email addresses. The parties confirmed their understanding that the decision would be emailed to both parties and that any applicable orders would be emailed to the appropriate party for service on the other party.

The only evidence excluded from this hearing was the late evidence from the tenants that was excluded as it was filed outside of the timeline provided for under the RTB Rules. All other evidence, documentary or digital was confirmed as having been received by the other party and having been reviewed prior to this hearing commencing.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?
- What should happen to the tenants' security deposit under the Act?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of a tenancy agreement was submitted in evidence. A month-to-month tenancy began on July 1, 2019. The parties confirmed that the tenants vacated the rental unit on June 30, 2021. The landlord stated that they did not receive the rental unit keys until 2 weeks after the tenants vacated the rental unit. The tenants paid a security deposit of \$1,037.50 at the start of the tenancy, which the landlord continues to hold and has claimed against as part of this application.

The landlord's monetary claim for \$5,265.10 is comprised of the following:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Interior window cleaning	\$395
2. Suite cleaning 5 hours at \$35 per hour	\$175

3. Fix threshold tenant damage	\$3,360
4. Replace fridge door and stove	\$1,335.10
TOTAL	\$5,265.10

In addition to the above, the landlord is also seeking the recovery of the cost of the filing fee, which I will address later in this decision.

The landlord writes the following in their details of dispute of their monetary claim as follows:

Costs for refrigerator door replacement, cooktop replacement and glass oven door, handyman work to fix items caused by tenants lack of care and maintenance and doing things that damage the property and not following multiple requests to take care of the home properly. Cleaning service to clean the suite as there was really no cleaning done and window cleaning (interior). screen door for slider replaced as it was ripped. Multiple requests to tenant to take care of home were not followed.

[reproduced as written]

As the landlord claimed against the tenants' security deposit, the tenants' written forwarding address was addressed during the hearing. The parties confirmed that the tenants provided their written forwarding address on May 30, 2021 by email and that the landlord replied back on the same day. The landlord filed their application claiming towards the tenants' security deposit on July 14, 2021, which is within the required 15-day timeline pursuant to section 38 of the Act.

Regarding item 1, the landlord has claimed \$395 to clean the interior windows of the rental unit that the landlord testified the tenants failed to do a reasonable job of or in some cases, not at all in terms of the skylight interior windows.

The landlord presented the Condition Inspection Report (CIR) in evidence for consideration. The landlord stated that the amount claimed includes interior windows and sliding glass door and window panels (skylights).

The incoming CIR portion is dated July 1, 2019 and the outgoing CIR portion is dated June 30, 2021.

The landlord also presented an earlier CIR from a previous tenancy to support the good condition of the rental unit after the previous tenancy.

Due to the detailed nature of the CIR related to this tenancy, I have included the important portions below:

Condition Codes:		Condition at Beginning of Tenancy		Condition at End of Tenancy	
✓ = Good	D = Damaged	COMMENT	CODE	COMMENT	CODE
F = Fair	S = Scratched				
P = Poor	B = Broken				
M = Missing	DT = Dirty				
	ST = Stained				
J. ENTRY	Walls and Trim	small 1x1/4 inch hole upper right corner paper	G →	same as walk-in + plus below	
	Ceilings				
	Closets				
	Lighting Fixtures/Ceiling Fan/Bulbs			scratch on front door	
	Windows/Coverings/Screens			bulb out + not working as it was not replaced when it went out at door entrance.	
	Electrical Outlets				
	Floor Carpet				
		5000 lights in stairwell		bugs not cleaned off panel	
K. KITCHEN	Ceiling				
	Walls and Trim	dent by finger on wall		damage immediately removed	
	Floor/Carpet	PET SCRATCHES		GREASE ON WALLS	
	Countertop			CUPBOARD HANDLES VERY GREASY	
	Cabinets and Doors	SOME SOFT CLOSE NOT WORKING		CUPBOARD ISLAND NOT CLEANED PROPERLY	
	Stove/Stove Top			← Damage scratches + not cleaned (to stove)	
	Oven	small scratch on cooktop at far back left side		hoodline dirty greasy	
	Exhaust Hood and Fan			← damage to underneath cabinet	
	Taps, Sink and Stoppers			← dent on outer fridge	
	Refrigerator			← cupboard under sink damaged	
	Crisper/Shelves			← fan ceiling dirty + greasy	
	Freezer			← rusty sink stoppers	
	Door/Exterior				
	Closet(s)	N/A			
	Dishwasher			← some stains on inside went out + rust stains on hinges from heat + humidity	
	Lighting Fixtures/Bulbs			← possible counter damage to be repaired by handman	
	Windows/Coverings/Screens				
	Electrical Outlets				
		Island	a piece missing		
L. LIVING ROOM	Ceiling				
	Walls and Trim	NAILS (small (inset))		SCRUFFS / SCRAPES	
	Floor/Carpet	PET SCRATCHES			
	Air Conditioner/Cover				
	Fireplace				
	TV Cable/Adaptor				
	Closet(s)				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens	2 blind slats not turning properly		DIRTY + MOLD IN ALL WINDOW TRACKS + SLIDERS, DOOR TRACKS	
	Electrical Outlets				


		COMMENT	CODE	COMMENT	CODE
M. DINING ROOM	Ceiling				
	Walls and Trim				
	Floor/Carpet	PET SCRATCHES		STICKY RESIDUE ON FLOOR	
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Window/Coverings/Screens			DIRTY	
	Electrical Outlets				
N. STAIRWELL and HALL	SHOWING DOOR	PUSSIE ON HANDLE MISSING		MOULD STAIN / REPPED SCREWS	
	Treads and Landings			SCRATCHES / SCUFFS ON WALL	
	Railing/Bannister			LONGER THAN THE TWO SMALL ONES ON MOORE - 10	
	Walls and Trim	WHITE SCUFF MARKS FROM TENANT FEED			
	Ceilings				
	Closets				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				
O. MAIN BATHROOM	SKULL LIGHTS			BUGS NOT CLEANED OFF PANELS	
	Ceiling			BUGS NOT CLEANED OFF PANELS	
	Walls and Trim				
	Floor/Carpet				
	Cabinets and Mirror				
	Tub/Shower/Taps/Stopper	SMALL MARK ON TUB STOPPER		COUNTERS DAMAGED	
	Sink/Stopper/Taps	SEAL MISSING		SHOWER DOORS DIRTY	
	Toilet			DIRTY	
	Door				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens	MASTER BATH 2 WINDOWS NO BULBS			
	Electrical Outlets				
P. MASTER BEDROOM (1)	MASTER BATH TUB + BATH	SMALL MARK ON OUTSIDE OF TUB. SOME SOFT CLOTH NOT WORKING.		DOUGHNUT DAMAGE TO TUB	
	Ceiling			SCUFFS ON WALL	
	Walls and Trim				
	Floor/Carpet			THRESHOLD ROTTED / STAINED DUE TO DAMAGED WINDOW SILL + CORROSION DUE TO HEAT HUMIDITY	
	Closet(s)			LOCK ON FRANCH DOOR RUSTED DUE TO CONDENSE	
	Doors			DIRTY MOULD IN TRACKS	
	Lighting Fixtures/Ceiling Fan/Bulbs			BULBS DAMAGED	
	Windows/Coverings/Screens			MOULD ON CURTAINS	
	Electrical Outlets				
Q. BEDROOM (2)				RUSTY WELDING LOGS FROM HEAT HUMIDITY	
	Ceiling				
	Walls and Trim			DAMAGED	
	Floor/Carpet			STAIN ON CARPET	
	Closet(s)			SOME DAMAGED HUMIDITY AROUND SILL	
	Doors			SOME SMALL STAINS / SCUFFS	
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets			DIRTY + MOULD IN TRACKS	
R. EXTERIOR				BEDROOM # 3 IS DIRTY ON WINDOW TRACKS	
	Front and Rear Entrances	FRONT DOOR NEEDS PAINT TOUCH UP.		(CORNER RAILS PULLING APART)	
	Patio/Balcony Doors			SUNDOCK DAMAGE FROM PUTTING HEAVY KYAK ON	
	Garbage Containers	TENANT PROVIDE OWN		DIRTY, SCREEN DOOR RIPPED	
	Glass and Frames	GARAGE WINDOW SCUFFED		SCRATCH ON FRONT DOOR	
	Stucco and/or Siding				
	Lighting Fixtures/Bulbs				
	Grounds and Walks				
	Electrical Outlets				
S. UTILITY ROOM	Washer/Dryer			DAMAGE TO DRYER + DIRTY	
	Electrical Outlets				
	SHOWING DOORS	REMOVED			
T. GARAGE OR PARKING AREA	Electrical Outlets				

		COMMENT	CODE	COMMENT	CODE
U. BASEMENT	Stair and Stairwell				
	Walls and Floor/Carpet				
	Furnace, Water Heater, Plumbing				
	Windows/Coverings/Screens				
	Lighting Fixtures/Bulbs	N/A			
	Electrical Outlets				
V. STORAGE		N/A			
W. KEYS AND CONTROLS	TYPE OF KEY OR CONTROL	# ISSUED AT START OF TENANCY		# RETURNED AT END OF TENANCY	
	Building Entrance Keys				
	Rental Unit Entrance Main Locks				
	Rental Unit Deadbolt	2 KEYS FOR SUITE FRONT DOOR		NOT RETURNED (TENANT HAD ALREADY LEFT)	
	Parking Remote Control				
MANUALS		APPLIANCE MANUALS 5 MANUALS + LEVEL TOOLS FOR WASHERS			
START OF TENANCY					
X. Repairs to be completed at start of tenancy: (list repairs)					
ALL LISTED IN WALK-OUT SECTION LESSED. VCh.					
Y. I, (Tenant's name) [REDACTED]					
<input checked="" type="checkbox"/> agree that this report fairly represents the condition of the rental unit					
<input type="checkbox"/> do not agree that this report fairly represents the condition of the rental unit for the following reasons:					
END OF TENANCY					
Z. Damage to rental unit or residential property for which the tenant is responsible: *					
TO BE DETERMINED BY HANDYMAN ON INSPECTION + APPLICABLE ESTIMATE WITHIN A WEEK. WILL PROVIDE TENANT WITH ESTIMATE + ANY OTHER ITEMS FOR REPAIR.					
* [REDACTED] WILL BE HAVING A MORE THOROUGH INSPECTION (BY A PROFESSIONAL) COMPLETED IN JULY 2021 FOR HUMIDITY DAMAGE + CRACKS PRIOR TO NEXT TENANT'S MOVING IN. + COSTS FOR REPAIRS DAMAGE					
1. I, (Tenant's name) [REDACTED]					
<input checked="" type="checkbox"/> agree that this report fairly represents the condition of the rental unit					
<input type="checkbox"/> do not agree that this report fairly represents the condition of the rental unit for the following reasons:					

[personal names redacted to protect privacy]

I have enlarged the document slightly above to make the writing easier to read by all parties. Many of the photos submitted by the landlord are very close up and are difficult to view as a result, which I will address later in this decision. For instance, one photo of alleged mould between glass is blurry and taken very close up.

The landlord submitted an invoice dated July 22, 2021, which indicates, in part, the following:

Description	Tax	Amount
Upper Floor exterior window cleaning & deck glass in railings & exterior of skylights	G	255.00
Cleaning of glass panels below skylights	G	165.00
G - GST 5%		
HST		21.50
 <ul style="list-style-type: none"> • Window Cleaning • Gutter Cleaning • Post Construction Clean-Up • Pressure Washing • Awnings • Moss Removal • Bird Repellents • High Rise Building- Rope Access (SPRAT/RATA) • For a complete list of our services please visit us online at www.victoriawindowcleaning.ca 		
E-Invoices & E-Transfers are now available! Please contact our office for more information office@vicwindows.ca		
Victoria Window Cleaning HST: #12%		
Please be sure to include your invoice number with your payment. Thank You.		
Victoria Window Cleaning HST: #12%		
2% Per month (26.8% Per Annum) service charge on accounts overdue 30 days		
Sold By:		
Total Amount		451.50

The landlord confirmed they were aware that exterior window cleaning was not the responsibility of the tenant, and therefore are charging for the \$165 portion listed above, which is plus 12% of \$19.80, for a total of \$184.80. Given the above, there is a \$210.20 portion missing to make up for the \$395 amount being claimed.

The tenants' response to item 1 was that they could not reach the skylight and presented a short video and photos in evidence, which supports that there were lots of bugs between the lower ceiling height glass and the roof skylight, which obviously would be bugs trapped between the area between the roof skylight many feet above the ceiling area glass. The tenants also stated that they would not attempt to clean that glass for insurance purposes as they could injure themselves attempting to clean glass that was so high. The tenants testified that they cleaned all interior windows other than the skylights and stated that one of the tenants is a window cleaner.

Regarding item 2, the landlord has claimed \$175 to clean the suite to what the landlord claims was a reasonably clean condition, comprised of 5 hours at \$35 per hour. The landlord presented an invoice dated July 31, 2021 which indicates 2.75 hours of cleaning at \$37 per hour after taxes for a total of \$106.84. The landlord stated that the

amount claimed is higher than the invoice because the original cleaner was unable to make it during the day required for cleaning.

The tenants' response to this item was described in detail on pages 9 through 39 of the evidence A1 and shows many colour photos of the condition of the rental unit which I will address later in this decision. The tenants stated that the photo evidence support that the tenants left the rental unit in a reasonably clean condition and that the landlord's version of clean is not reasonable.

In addition, the tenants presented a video, which shows the landlord slowly using their smartphone within as close as an inch or less of the stove while recording, which the tenants claim was not the way the landlord inspected the rental unit at the start of the tenancy and is unreasonable. I will address this matter later in this decision.

Regarding item 3, the landlord has claimed \$3,360 to "fix threshold tenant damage" as listed on the Monetary Order Worksheet. The landlord confirmed the actual amount was \$3,186.25 at the hearing, which I find is reduced from \$3,360. As a result, I will only consider the reduced amount of \$3,186.25 for this item for the remainder of this decision.

The landlord referred to a Handyman Connection invoice dated July 29, 2021, which reads in part as follows:

ESTIMATE		
Labour Evaluation valid for 90 days from date of proposal. Material costs are approximate and may change at final invoicing.		
Detailed Scope of Work		
Baseboard/Trim/Molding/Moulding	Labour	Materials
	\$2,600.00	\$630.00
40324		
Sand and re-stain bedroom patio door threshold		
- Clean and sand exterior paint		
- Prime and paint exterior molding and inside door frame on door		
Remove and replace lower casing on kitchen window		
Provide new screen in patio door		
Adjust lower entrance closet doors		
Tighten miters on patio deck		
Remove and replace caulking for kitchen sink		
Remove silicone from master bedroom tub and re-caulk		
Fix pop up plug in master bath		
Clean mold off of window latches and patio door		
Paint and patch all drywall damage on steps and in two bedrooms		
630		
Estimated Scope of Work		
Labour:	\$2,600.00	
Materials	\$630.00	
(Adjustments):	\$0.00	
GST	\$130.00	
	\$0.00	
Estimate Total:	\$3,360.00	

As indicated above, the estimate lists labour of \$2,600 and materials of \$630 for a total including taxes of \$3,360. In addition, there was a change order reducing the original estimate by \$375 as follows as the painting of the stairwell and two bedrooms are no longer being claimed for, which reads in parts as follows:

CHANGE ORDER		
Authorizes the Contractor to make the following changes to Contract #6800-009137		
Work Changes		
	Labour	Materials
Paint/Stain - Interior	(\$375.00)	\$0.00
Removing the below items from the proposal initially sent:		
-Painting for stairwell and 2 bedrooms		
Contract Changes		
Approved Contract, Labour: \$2,600.00		
Approved Contract, Materials: \$0.00		
Change Order, Labour: (\$375.00)		

The landlord submitted many blurry photos in evidence in support of the need for repairs. One of the photos the landlord presented the tenants did admit to doing a bad job at caulking the kitchen sink, which I will address later in this decision.

Regarding the patio door threshold, the landlord presented photos of mould stains that developed due to the tenants not using the heat in their bedroom, which resulted in high humidity. In support of this was an email dated January 9, 2022, which indicates the new tenants for the past 6 months have lived in the rental unit and have not experienced any excessive or abnormal amount of condensation or moisture in the unit.

The tenants claim that someone from the RTB told the tenants that they did not have to use the heat but was reasonable to wipe mould. The tenants then claim in their evidence the following:

Threshold/Door Lock: there is a threshold at the bottom of the door that exits to the balcony and the window on the door has a condensation problem. I worked in the master bedroom all day and in the evening on Zoom teaching English from the Fall until Spring and had the heater on at 24 or 25 degrees every day as I don't like to be cold. There was always condensation on the windows and door and I had to wipe all of the windows and door with a towel every morning and sprayed it with bleach to maintain a healthy environment. I left a towel at the bottom of the door to soak up the

water. The door and lock works fine and we have never had a problem with it-nor is there any issue with the window locks. They all worked fine during and up until we vacated the premises. We did all we could do in this situation.

The tenants clarified that they would reduce the heat to 10 degrees when they were going out and when inside a room would heat it to 24-25. The tenants deny that the heat was not on during inspections. In an email submitted by the landlord from their mould inspector Mak, the male tenant turned the heat off in front of the mould inspector and that the mould inspector warned the tenant about not having any heat on as follows:

Thanks so much. Yes the heat was off and moisture present on the windows this am. I cracked open the window in the room we were working and in no time the moisture was gone. I also turned up the heat to 10 degrees. When we were all done I should him that the wino was slightly open and the moisture was gone. He then looked at the heat setting and turned it off. I warned him about having the heat off and advised against it.

Mak

The landlord stated that they have never experienced tenants not using heat before so found this troubling. The landlord also stated that due to the humidity issue the landlord even replaced the bathrooms fans and inspected the attic when the entire time the tenants were just not using the heat and that the landlord spent so much money wasted due to the tenants refusal to use the heat at a minimum level to avoid humidity in the rental unit that was causing damage. The landlord also claims that there were never any humidity issues in the tenancies before or after this particular tenancy. The tenants responded with that the landlord is telling "lots of lies". The landlord responded by stating that if there were humidity concerns, the tenants would have had demanded that be part of the incoming CIR, which was not listed.

There is photo evidence submitted of the threshold, which I will address later in this decision. Regarding the threshold, the tenants stated it was not stained or painted and was very open to staining as a result as it was just a plain piece of wood on the threshold. There was a photo showing rust on the hardware of the same door which had staining on the threshold. The tenants argue that the Act or the RTB do not specify a minimum amount of heat required in a rental unit, which I will address later in this decision.

Regarding the age of the home, the landlord confirmed it was built in the 1990's and then renovated in 2010 and that the landlord purchased the home in 2017. The landlord claims they were told that the renovation was "rebuilt from the studs." There is no documentary evidence to support this "rebuilt from studs" testimony before me.

Regarding the ripped screen door, the landlord claims the tenants damaged that upon moving in, which the tenants vehemently dispute and showed several photos dating back to July 1, 2019 and that the rip gradually got bigger between July 2019 and 2021. The tenants also claim that the screen would be subject to regular wear and tear and that any tears would be wear and tear regardless. The tenants deny any intentional screen door damage. The tenants also question where dated photos are from the landlord.

The tenants presented several videos, which they say show lower closer doors having nothing wrong with them. The tenants deny damaging drywall during the tenancy and that at most would be reasonable wear and tear.

The parties did agree that the tenant(s) did not caulk the kitchen sink properly or professional and created a mess around the undermount kitchen sink, which is supported by the photo evidence.

Regarding item 4, the landlord has claimed \$1,335.10 to replace what the landlord describes in their application as:

“Costs for refrigerator door replacement, cooktop replacement and glass oven door.”

[reproduced as written]

The landlord testified that the fridge was 1.5 years old at the start of the tenancy, which would make the fridge 3.5 years old by the end of the tenancy. The e-receipt for the fridge dated September 27, 2017 was submitted in the amount of \$1,159.79 after a discount for the fridge. The landlord is claiming that the dents are not reasonable wear and tear of a fridge, while the tenants claim the dents are reasonable wear and tear.

The landlord presented photo evidence which clearly shows many dents on door of the fridge. The landlord submitted an estimate from Sidney Appliance Services to replace the fridge door in the amount of \$598.09 which was dated July 13, 2021, and includes the fridge door part number and indicates that there will be a delay of at least 2 to 12 weeks as there is no stock currently on that part. In the same estimate, the stove cooktop glass part number is listed and indicates a total of \$335 and due to no stock would also be at least a 2 to 12-week delay.

In addition to the above, the estimate indicates that there is labour to install the parts which could be as low as \$150 but as high as \$300 depending on how long the work takes.

The landlord submitted several photos which the landlord shows that the tenants left cooked on food and completely scratched the glass cooktop as they must have scrubbed very hard as no previous tenants damaged the cooktop before. The landlord also showed photos of the tenants leaving white cleaner residue on the glass cooktop in an attempt to conceal the damage to the cooktop.

The tenants referred to the same video shown earlier in the hearing which shows the landlord with a smartphone with the video light on going over the stove inch by inch slowly in the video. The tenants reiterated that the landlord failed to do this excessive inspection at the start of the tenancy and only did so at the end of the tenancy. The video quality and contents will be described later in this decision.

Analysis

Based on the documentary evidence presented, the testimony of the parties and on the balance of probabilities, I find the following.

Test for damages or loss

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the Act. Accordingly, an applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did what was reasonable to minimize the damage or loss.

In the matter before me, the landlord bears the burden of proof to prove all four parts of the above-noted test for damages or loss.

The landlord was not well prepared by having their photo evidence before them to present or have the name of the documentary evidence to present during the hearing.

The tenants in contrast, were very organized with their documents and had all of their documentary evidence labelled and organized and presented it in an organized fashion during the hearing.

Firstly, I afford the landlord's photo evidence little weight as I find they were blurry and were taken too close to be of greater weight.

Item 1 – Regarding the interior window cleaning, I afford significant weight to the tenants' video which I find supports that the skylights were not easily reachable to clean and therefore, I prefer the evidence and testimony over that of the tenants for this item as a result. I also find that the photo of all the bugs between the glass skylight and the roof skylight supports that nobody has serviced that glass in a long period of time to have that many bugs showing. I also find that the tenants are not responsible for cleaning skylights where access could be dangerous and I find that accessing the skylights would reasonably place the tenants safety in jeopardy. In terms of other photos of interior glass, I find them too blurry to afford any weight. Given the above, I dismiss this portion of the landlord's claim due to insufficient evidence, without leave to reapply.

Item 2 – Suite cleaning at 5 hours at \$35 per hour, I find the photo evidence of the sink and oven alone show that the tenants failed to leave the rental unit in a reasonably clean condition, and I find the amount of \$175 to be very reasonable. In addition, section 37(2)(a) of the Act applies and states:

Leaving the rental unit at the end of a tenancy

37(2) 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.

[emphasis added]

I disagree with the tenants that they left the rental unit reasonably clean and therefore I grant the landlord the full amount of **\$175** as claimed for cleaning costs.

Item 3 – I afford significant weight to the email from the mould inspector and from the new tenants claiming that humidity is not an issue in the rental unit and I find it is more likely than not that if the tenants were having to wipe down the windows daily, that the

tenants failed to have the heat on at a reasonable level. I afford no weight to the tenants' argument that the Act does not set a minimum heating level as I find common sense applies. I find it is common sense that without heat being on in a living unit, that windows will have excessive condensation on the interior of the glass resulting in the growth of mould.

Therefore, I find the tenants more likely than not did not use sufficient heat in the rental unit causing damage to the wood threshold, which I find the photo evidence supports, which the tenants provided in their evidence and which I afford significant weight. I also find it unreasonable not to use heat in the rental unit as the property belongs to the landlord and I find the tenants damaged the landlords' property by attempting to save money on not using the heat. This is supported by the email which I find supports that the male tenant turned the heat from 10 degrees to zero directly in front of the mould inspector. I also find that the landlord by changing the bathroom fans and paying for the mould inspector could not mitigate their loss any more than they did and that the tenants are liable for all mould-related costs as a result. I find the actions of the tenants to be negligent and I apply no depreciated costs as a result.

I will now address the remainder of the estimate as follows:

ESTIMATE		
Labour Evaluation valid for 90 days from date of proposal. Material costs are approximate and may change at final invoicing.		
Detailed Scope of Work		
Baseboard/Trim/Molding/Moulding	Labour	Materials
40324	\$2,600.00	\$630.00
Sand and re-stain bedroom patio door threshold		
- Clean and sand exterior paint		
- Prime and paint exterior molding and inside door frame on door		
Remove and replace lower casing on kitchen window		
Provide new screen in patio door		
Adjust lower entrance closet doors		
Tighten miters on patio deck		
Remove and replace caulking for kitchen sink		
Remove silicone from master bedroom tub and re-caulk		
Fix pop up plug in master bath		
Clean mold off of window latches and patio door		
Paint and patch all drywall damage on steps and in two bedrooms		
630		
Estimated Scope of Work		
Labour:	\$2,600.00	
Materials	\$630.00	
(Adjustments):	\$0.00	
GST	\$130.00	
	\$0.00	
Estimate Total:	\$3,360.00	

I do not agree with the landlord claim regarding "tighten miters on the patio deck" as I find that is not something caused by the tenants and is a building defect. Therefore, that portion of the invoice I dismiss without leave to reapply, due to insufficient evidence.

Also, I find the lower closet doors portion not to be justified given the video evidence before me which supports the closet doors opened well with no issues. Therefore, that portion is dismissed due to insufficient evidence, without leave to reapply.

I find the patio screen door evidence from both parties to offset each other and that the landlord has not met the burden of proof as a result, as the tenants do not have the burden of proof, the landlord does. As such, the patio screen door portion is dismissed without leave to reapply, due to insufficient evidence.

I find there is no evidence to support that the pop-up drain was caused by anything other than reasonable use so that item is also dismissed without leave to reapply, due to insufficient evidence.

I find there was insufficient evidence presented by the landlord regarding the removal and replacement of a lower casing on the kitchen window, so due to insufficient details provided during the hearing, I find this must be dismissed, without leave to reapply, due to insufficient evidence.

ESTIMATE		
Labour Evaluation valid for 90 days from date of proposal. Material costs are approximate and may change at final invoicing.		
Detailed Scope of Work		
Baseboard/Trim/Molding/Moulding	Labour	Materials
40324	\$2,600.00	\$630.00
Sand and re-stain bedroom patio door threshold ✓		
- Clean and sand exterior paint		
- Prime and paint exterior molding and inside door frame on door		
Remove and replace lower casing on kitchen window ✗		
Provide new screen in patio door ✗		
Adjust lower entrance closet doors ✗		
Tighten miters on patio deck ✗		
Remove and replace caulking for kitchen sink ✓		
Remove silicone from master bedroom tub and re-caulk ✓		
Fix pop up plug in master bath ✗		
Clean mold off of window latches and patio door ✓		
Paint and patch all drywall damage on steps and in two bedrooms		
630		

Estimated Scope of Work	
Labour:	\$2,600.00
Materials	\$630.00
(Adjustments):	\$0.00
GST	\$130.00
	\$0.00
Estimate Total:	\$3,360.00

I have crossed-out the portion of the above-estimate that was withdrawn by the landlord during the hearing and have included a ✓ to represent the successful portions of the estimate and a ✗ to represent the unsuccessful portions of the estimate above. Given that there were 9 items and no breakdown of costs, I will divide the estimate including taxes and labour of \$3,186.25, which I find equals \$354.03 per item. Therefore, as 4 items were successful, I grant the landlord \$354.03 x 4, which equals **\$1,416.12**. I decline to apply depreciation as I find the damage to be negligence on the part of the tenants. I afford no weight to the tenants' assertion that they had the heat to 24-25 while in the rooms as I find the evidence before me contradicts their testimony.

Item 4 - I find the dents on the fridge door do not support reasonable wear and tear as claimed by the tenants. I find that the number of dents supports that the tenants were negligent in their use of the fridge and as a result, owe the full amount of the fridge door replacement in the amount of **\$598.09**. As labour was estimated between \$150 and \$300, I will award the average of the amounts, which is **\$225**. Given the above, I find the landlord is entitled to **\$598.09** plus **\$225** labour for the replacement of the fridge door. Accordingly, I grant the landlord **\$823.09** for the fridge portion of this item.

Regarding the stove, I find the video evidence and photos to be blurry and of little weight as a result. I find the video was taken too closely and that the phone was moved too quickly resulting in poor video quality and do not afford the landlord's stove evidence greater weight as a result. Given that the landlord has the burden of proof, I dismiss the stove-related costs in full, without leave to reapply, due to insufficient evidence.

Regarding the filing fee, I find the landlord's claim has merit and as such, I award the landlord \$100 pursuant to section 72 of the Act for the recovery of the cost of the filing fee.

Based on the above, I find the landlord has established a total monetary of \$2,514.21 as follows:

ITEM DESCRIPTION	AMOUNT GRANTED
1. Interior window cleaning	Dismissed
2. Suite cleaning 5 hours at \$35 per hour	\$175
3. Fix threshold tenant damage...	\$1,416.12
4. Replace fridge door and stove	\$823.09
5. Filing fee	\$100
TOTAL AWARD	\$2,514.21

As the tenants provided their written forwarding address on June 30, 2021 and the landlord filed their claim on July 14, 2021, I find the landlord applied towards the tenants' security deposit within 15 days after receiving the written forwarding address. I find the security deposit amount of \$1,037.50 has accrued interest under the Act in the amount of **\$2.27**, and that the landlord holds a total security deposit including interest of **\$1,039.77** as a result.

Pursuant to sections 38 and 67 of the Act, I grant the landlord authorization to retain the tenants' full security deposit of \$1,039.77, which includes interest in partial satisfaction of the landlord's monetary claim. Pursuant to section 67 of the Act, I grant the landlord a monetary order for the pursuant to section 67 of the Act, for the balance owing by the tenants to the landlord in the amount of **\$1,474.44**.

Conclusion

The landlord's claim is partially successful. The landlord has established a total monetary claim of \$2,514.21. The landlord has been authorized to retain the tenants' full security deposit of \$1,039.77, including interest, in partial satisfaction of the landlord's monetary claim pursuant to sections 38 and 67 of the Act. The landlord is granted a monetary order pursuant to section 67 of the Act, for the balance owing by the tenant to the landlord in the amount of \$1,474.44. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision will be emailed to both parties. The monetary order will be emailed to the landlord only for service on the tenants. The tenants are reminded that they can be held liable for all costs related to enforcement of the monetary order, including court costs.

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: February 13, 2023

Residential Tenancy Branch