



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding 510 Agnes Property GP Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on June 6, 2022 seeking compensation for damage in the rental unit, and the filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on February 16, 2023. Both the Landlord and the Tenant attended the hearing. The Tenant confirmed they received the Notice of Dispute Resolution Proceeding from the Landlord, along with the Landlord’s prepared evidence. The Tenant also confirmed that they prepared no documents as evidence for this matter.

Issue(s) to be Decided

- Is the Landlord entitled to monetary compensation for damage in the rental unit, pursuant to s. 67 of the *Act*?
- Is the Landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

Background and Evidence

The Landlord provided a copy of the tenancy agreement in their evidence. This shows the tenancy started on November 1, 2019 and was initially set for a fixed term that would end on October 31, 2020. The amount of rent was set at \$1,375, increasing to \$1,390 on January 1, 2022. The copy in the evidence shows the parties signed the

agreement on October 15 and 16, 2019. The Tenant paid a security deposit of \$687.50, a pet damage deposit of \$687.50, and a key/fob deposit amount of \$50.

Attached as a schedule to the agreement was the 'Cleaning Fees, Damages and Repairs' document that sets out responsibilities of the Landlord and the Tenant for cleaning "both during and after the lease agreement." This is a list of costs for each type of infraction not cleaned/repaired by the time of the Tenant's move-out from the rental unit at the end of the tenancy. Each cost listed would be deducted from the "damage deposit" or invoiced to the Tenant.

The parties completed an initial inspection of the rental unit when the Tenant moved in, on October 25, 2019. This noted relatively minor cosmetic issues. The parties signed their agreement that the report "fairly represents the condition of the rental unit." Also: "Unit is new. Deficiencies will be addressed as they are identified."

The tenancy ended with the parties signing a Mutual Agreement to End Tenancy, for the final tenancy end date of January 31, 2020.

The parties completed a "Condition Inspection Report – Move-Out" document for the move-out inspection of January 31, 2022. This noted "dishwasher – not functioning" and did not provide for a separate space for the refrigerator. Also listed was living room and kitchen windows/coverings as "damaged" and marked/scratched/dirty walls in the entry and living room. The report did not list damage "for which the tenant is responsible" in the space designated for that purpose. The parties jointly signed to indicate that "this report fairly represents the condition of the rental unit."

In the hearing, the Landlord provided that they returned a part of the total deposit amount to the Tenant. This was \$540.62, as the Landlord confirmed by calculation during the hearing. The Landlord retained \$884.48 of the total deposit amount, as shown on their Application, and their prepared "Monetary Order Worksheet", completed on June 6, 2022.

i. cleaning costs

On the Monetary Order Worksheet, the Landlord provided for cleaning and maintenance time as follows:

- 2 hours – installation of doors -- \$60
- 2 hours – dishwasher and fridge replacement -- \$60

- 6 hours – repair and paint -- \$180
- 10 hours – cleaning -- \$300

In their evidence, the Landlord provided:

- a list of repairs/time sheet, dated March 29, 2022, totalling 19 hours for repairs and maintenance, 6 hours painting, and 3 hours of “repair of walls/ceiling”.
- a completed worksheet/checklist for work completed, showing work required (with a minimum \$20 charge) for appliances in the kitchen, kitchen cleaning, all closets/shelves/cupboards/drawers, washing machine/dryer, floors, walls/doors, window coverings, bathroom, repair of minor damage (noted as “damaged dishwasher”)
- an invoice dated April 7, 2022 for completed work, totalling \$600:
 - re-installation of bathroom & bi-fold doors: \$60
 - removal/installation of washer & fridge: \$60
 - full unit painting: \$180
 - 10 hours cleaning: \$300

In the hearing, the Tenant described that, upon their move-out, the matter of cleaning was too hard for them to undertake individually.

ii. Landlord’s claim for appliances damaged

On their completed “Monetary Order Worksheet” the Landlord listed:

- fridge: \$789.00
- dishwasher: \$599.99

In the hearing, the Landlord presented that they did not discover the refrigerator damage at the time of completing the Condition Inspection Report, this was “not clear”, and “discovered soon after.” They described “dents and scratches and doors damaged, seals damaged”, meaning the refrigerator was not working.

The Landlord submitted photos showing this damage to the refrigerator door. They presented an appliance sales invoice dated March 15, 2022 showing the purchase of a refrigerator for \$789. This is as listed on their “Monetary Order Worksheet”.

The Tenant confirmed that they had caused damage inside the refrigerator when they “overloaded the front door and overloaded the shelves”. They described wear and tear

to the gaskets. They noted scratches on the outer surface on the refrigerator doors from an argument.

The Landlord also described the maintenance call they put in for repair to the dishwasher at the end of the tenancy. They provided pictures showing the state of the dishwasher as at the end of the tenancy, with standing water inside. They confirmed the Tenant made requests for maintenance on June 21 and September 16, 2021. The Tenant had the dishwasher repaired by “an outside vendor” around this time, draining the machine which “ran smoothly” after that.

The Tenant noted the machine stopped working again approximately 6 weeks before the end of the tenancy. The Tenant noted the machine was brand new at the start of the tenancy, and the service technician who had visited recommended maintenance each year. From the Tenant’s recollection, this regular service of the dishwasher was not done.

iii. Landlord’s claim for replacement of blinds

The Landlord claimed \$584.48 for the replacement of blinds. They provided an email from a service provider confirming this amount, including supply and install for “1 Roller”. In the hearing, the Landlord confirmed that the work on blinds was actually completed, meaning that the blinds, as listed in the Condition Inspection Report, were actually replaced in the living room.

The Tenant described the cord on the blinds snapping for the second time, and they put in a maintenance request for this. In the hearing, the Landlord confirmed that the Tenant had made service requests specifically for this.

Analysis

The *Act* s. 37(2) requires a tenant, when vacating a rental unit to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys and other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

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.

i. cleaning costs

As per the testimony of the Tenant in the hearing, I find they acknowledged the need for cleaning throughout the rental unit. I accept the Landlord's evidence from the Condition Inspection Report the parties jointly signed on January 31, 2022 that there was a need for cleaning throughout. More importantly, I accept the report, jointly signed, as evidence of the need for cleaning in the rental unit; that is, a record of the monetary loss to the Landlord for work on cleaning and other maintenance within the rental unit.

Further, I accept the material presented by the Landlord as setting out how they establish the cost thereof for particular items of work. This is the "Information for Vacating Tenants" document the Landlord completed. I note this does not strictly reflect the amounts the Landlord set out previously in Schedule "A" of the tenancy agreement; however, I find it reasonable that the Tenant was aware of costs associated with an incomplete move-out process, involving maintenance and cleaning.

Given that the Landlord was proactive in disclosing associated costs to the Tenant at the end of the tenancy, and in the tenancy agreement, I grant the full amount of this portion of the Landlord's claim, for \$600. I find the Tenant acknowledged the need for cleaning and maintenance in the rental unit at the end of the tenancy.

ii. Landlord's claim for appliances damaged

I find the Tenant acknowledged they damaged the refrigerator interior shelves and scratched the outer door service. I find these both constitute damage to this appliance, through the Tenant's negligence.

I am not satisfied the door seal damage – as shown in a photo – caused the entire refrigerator to fail. There is no evaluation by a technician to show the refrigerator was beyond repair or otherwise inoperable.

It is common knowledge that parts for appliances are almost prohibitively expensive, most often prompting an appliance owner to replace the appliance rather than seek out parts at a cost. I find the damage indicated by the Landlord is not enough to render the

refrigerator inoperable, minus other evidence showing it was newer or otherwise not nearing the end of its useful life cycle. As well, I find the refrigerator was not deemed inoperable upon inspection at the end of the tenancy.

I grant a portion of the remainder of the security deposit not yet refunded by the Landlord. Without specifics on damage, I find this would approximate the cost of shelving replacement in the refrigerator. This amount is \$234.48. I grant this amount to the Landlord in recognition of damage to the appliance, without warranting the full cost of its replacement.

From the evidence – acknowledged by the Landlord – of the Tenant's prior calls for maintenance to the dishwasher, I am not fully satisfied a replacement of the dishwasher was warranted, given the need for past repair. The Landlord did not prove definitively that the damage to the dishwasher was from the Tenant, either through negligence (less likely given the Tenant's prior calls for maintenance) or deliberate misuse (not proven through a maintenance record). I am not satisfied that a loss to the Landlord exists for the dishwasher; further, I am not satisfied that the Landlord mitigated their damage with a proper service call to evaluate any difficulties with the dishwasher at the end of the tenancy.

iii. Landlord's claim for replacement of blinds

Under this heading, I am not satisfied that damage or loss exists, minus more detail on the damage that the Tenant attempted to have repaired during the tenancy. The Landlord verified that the Tenant had requested maintenance. Without evidence of the exact nature of damage to the blinds – which the quote for their replacement does not give detail on, and no other evidence such as pictures – I am not satisfied that damage to the blinds resulted from the Tenant's misuse or damage.

Because the Landlord was moderately successful in this claim, as set out in parts i through iii above, I grant \$50 of the Application filing fee in return.

Conclusion

I grant the Landlord the amount of \$884.48 in satisfaction of their Application for compensation. This is the remaining amount of the both the pet damage deposit and the security deposit withheld by the Landlord after the end of the tenancy.

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

Dated: February 22, 2023

Residential Tenancy Branch