



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order of \$980.00 for damages for the Landlord, retaining the security deposit to apply to the claim; and to recover her \$100.00 Application filing fee.

The Tenant, an agent for the Tenant, R.K. ("T-Agent"), the Landlord, and an agent for the Landlord, A.V., the Landlord's daughter ("L-Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it.

During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Landlord provided the Parties' email addresses in the Application and they confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Early in the hearing, I advised the Parties that pursuant to Rule 7.4, I would only

consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to recovery of their \$100.00 Application filing fee?

Background and Evidence

The Parties agreed that the fixed term tenancy began on May 30, 2021, and ran to May 30, 2022, at which time the Tenant moved out, as they needed more space after having another baby. The Parties agreed that the tenancy agreement required the Tenant to pay the Landlord a monthly rent of \$2,200.00, due on the first day of each month. They agreed that the Tenant paid the Landlord a security deposit of \$1,100.00, and no pet damage deposit. The Landlord holds the security deposit to claim against for this Application.

The L-Agent advised that the residential property is approximately 50 years old; however, she said the rental unit had just been completely renovated prior to the start of this tenancy in 2021.

The Landlord submitted a monetary order worksheet with the following claims, which we reviewed consecutively in the hearing.

	Receipt/Estimate From	For	Amount
1	[H.] Cleaning Services	Suite cleaning	\$150.00
2	Landlord's father	Repair damage to walls	\$550.00
3	Landlord's father	Labour replace door	\$120.00
4	[Int'l hardware store]	Material – replace door	\$229.60
5	RTB	Recovery app. Filing fee	\$100.00
		Sub-total	\$1,149.60
		Less security deposit	(\$1,100.00)
		Total monetary order claim	\$49.60

I noted a discrepancy between the amount the Landlord initially claimed and later documents. The L-Agent explained, saying: "We wanted to work in good faith with the Tenant and we were willing to give them a \$70.00 credit for moving out one day early; but in hindsight, we don't want to honour that given what the circumstances are now."

The L-Agent explained that they wanted to work things out between the Parties without having to go to arbitration. However, she said the Tenant was not willing to work with the Landlord in this regard.

#1 SUITE CLEANING → \$150.00

The L-Agent explained the reason for this claim, as follows:

Significant cleaning was required - see the pictures. Invoice – last minute cleaning, tenants moving in on the 1st. \$37.50 for two people for two hours. They had to move appliances, significant filth and grease that needed to be scrubbed.

The Landlord submitted a video showing the condition of the rental unit at the start of the tenancy, before the Tenants had moved in. This video is consistent with the move-in portion of the condition inspection report submitted by the Landlord.

The Landlord also submitted photographs at the end of the tenancy, including:

- dirt behind refrigerator and stove;
- crumbs and grease at side of oven;
- marks in the bedroom wall;
- marks on wall in hallway;
- several marks on the living room walls;
- writing on wall;

These photographs are consistent with the move-out portion of the condition inspection report submitted by the Landlord. I also note that the Tenant signed both the start of tenancy and end of tenancy portions of the condition inspection report, agreeing to that "this report fairly represents the condition of the rental unit".

The L-Agent said they found the person who cleaned the rental unit after the Tenants vacated the unit by word of mouth, and because this person was available at the time they needed her, as new tenants were coming in soon after this tenancy ended.

The T-Agent responded, as follows:

Take a look at their invoices. The first one was just a document. There is confusion as to why there are multiple invoices. The first one just says the name of the cleaning service, and that it took two people, two hours, at \$37.50 per person. There is another document on January 20th [2023]. It looks like another invoice, with the name of the cleaning service, an invoice number, and the same cost. We also used a cleaning service - a small agency. It's similar to theirs.

The Tenant submitted an invoice dated May 28, 2022, which sets out that they had six hours of cleaning done at \$40.00 per hour.

The L-Agent explained why they provided two invoices for the same cleaning, although claimed for only one of them. She said: "Initially, it was just someone without an organization and no receipts. When I asked for something more professional, they typed it up."

The Tenant said that the initial cleaning invoice did not describe what was cleaned, but the second invoice has these details.

#2 REPAIR DAMAGE TO WALLS → \$550.00

In the hearing, the L-Agent explained this claim, as follows:

There was significant damage on the walls - probably stickers ripped off - with layers removed right up to drywall. We sanded and smoothed - my father does a lot of repairs on the property, and he takes pride in it being well-maintained. It was in perfect condition before they moved in, so [my father] did it himself and included all the supplies he bought.

He buys gallons of paint at once, as the house has the same colour throughout, but it's not free, obviously. The invoice we put together was unofficial initially, and a new one created for this process. It is not a business.

There are two parts – the wall damage and the door damage. There was a door that was - it had a hole completely through - and it had to be replaced. [My Dad] keeps doors on hand. We wanted the unit to be in the best condition possible. [My Dad] uses the same door for all doors in the house. He used one from the shed. He painted it, sanded it, and put all the hardware on it, and installed it, too. And a week later we ordered another door – that's the labour. It was quite a bit of work. We mitigated the cost, because if you had got someone to do this, it would

have cost twice or three times the amount, and it wouldn't have been ready for new tenant.

The Landlord submitted photographs of damage to

- Bedroom wall,
- Hallway wall,
- Living room walls, and
- Door – hole in door,

The L-Agent said her father hired another person to assist him, as he needed help lifting the door in place, and because it was all done in one day.

The T-Agent responded:

Again, there's a discrepancy of the invoices. On the January 20, 2023, invoice, it says two people worked and it included what kind of work, but the initial invoice – see that document.

The Tenant submitted an invoice received from the Landlord dated May 31, 2022, with the Landlord's name, the rental unit address for the work done, and an explanation of work done in "extensive wall repairs" and labour for "door damage". The invoice quoted \$550.00 for the labour doing repairs and \$120.00 for the delivery, installation, and painting of a new door [see next category].

The Tenant submitted another invoice dated May 31, 2022, for the same work, but with more detail of how the Landlord arrived at the amounts claimed.

The T-Agent further stated:

The door – they bought the door a week later - but that is not the case on the invoice. The door receipt says it was purchased on June 14th.

The hole in the door did not go through the door. It happened during the move-out when they pushed one of the – it's not a hardwood door. It was just when they pushed a piece of furniture that was jammed into the door – it happened accidentally.

The Landlord said:

I had a friend who helped. It was a long day to do that work. I tried twice to reach out to the Tenant without having to go to arbitration. I will certainly make sure I draft the most professional invoice at first from now on. I tried twice to explain it.

There was additional damage on the bathroom mirror and vanity, but we didn't charge for that, and damage to the stovetop. We were also acting in good faith during the tenancy. At the beginning, they were two adults and one child. They had a new baby, I understand life changes, but her parents came and there were four adults and two children. That additional wear and tear is significant, too. I wanted to point that out.

The Tenant responded:

The only thing I presented – go through the main documents - please go through the sequence of conversations. That we were not presented with the right invoices and it was past the 15 days and we were still not able to conclude the exact amount. We agree that there were damages - not additional wear for two more adults for four months. There was no additional damage because of guests who were staying with us. It was normal wear and tear for the time we were there.

The damage to the door happened during the move; it was not something in our hands. We didn't do it during the residency. So that is something to highlight please. The number of versions these invoices have gone through. There's no way of knowing how much work was done. The only official receipt was for the door.

#3 LABOUR – REPLACE DOOR → \$120.00

When I asked about the next two claims, the Landlord referred me to the invoices. There is an invoice dated May 31, 2022, which states:

Door Damage Labour (Delivery, installation, painting not including the cost of the door and paint).

2 hours x \$60 (2 people) → \$120.00

#4 MATERIAL COST – REPLACE DOOR → \$229.60

The Landlord submitted an invoice from an international hardware chain for the

purchase of a door. The receipt dated June 14, 2022 is for \$205.00 plus tax for a total of \$229.60. Again, the Tenant questioned the date of this purchase, given the labour and installation costs were dated two weeks earlier.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

#1 SUITE CLEANING → \$150.00

Section 32 of the Act states that tenants "...must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant." Section 37 states that tenants must leave the rental unit "reasonably clean and undamaged".

Policy Guideline #1 helps interpret sections 32 and 37 of the Act:

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 refer 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.

[emphasis added]

Based on having compared the pre-tenancy video of the suite to the photographs of it at the end of the tenancy, I find that the Tenants failed to meet their obligation under the Act to clean and repair the rental unit to a reasonable level.

I find the Tenant's concerns about the Landlord having submitted two invoices for the

same cleaning amounts to have been explained by the L-Agent as them wanting to present a more professional document for this proceeding. I find it was unnecessary, but that it does not detract from the Landlord's claims.

Accordingly, I find that the Landlord has provided sufficient evidence to meet their standard of proof on a balance of probabilities. I **award the Landlord with \$150.00** from the Tenant for cleaning, pursuant to sections 32 and 67 of the Act.

#2 REPAIR DAMAGE TO WALLS → \$550.00

The Tenant does not deny that they caused the damage to the walls or the door. They say that the door hole was accidental during the move out, but regardless of when it happened, I find that the Tenants are responsible, pursuant to section 37 of the Act.

Based on the Landlord's photographs of the damage, I find there were four wall areas in need of repairs and re-painting. The Landlord's invoice indicates that it took two people 7.33 hours each to repair and re-paint the walls. That is a total of 14.67 hours to repair this damage, or 3.67 hours per wall area, although the entire walls would have needed to be repainted for consistency throughout.

Still, I find that a total of 14.67 hours of labour is excessive and may reflect the Landlord's father and his friend not being professionals. I find that half this amount of time for the wall damage would have been reasonable in the circumstances. Accordingly, I find it reasonable to award the Landlord with half of their claim in this matter. I, therefore, **award the Landlord with \$275.00**, or 7.33 hours of work at \$37.50 per hour pursuant to sections 32 and 67 of the Act.

#3 LABOUR – REPLACE DOOR → \$120.00

I find that the Landlord's evidence indicates that it took two people two hours each to paint, add hardware and hang a new door, in addition to having to remove the damaged door. This meant that two people worked for two hours each at \$30.00 an hour, because the Landlord's father needed assistance in moving and hanging the door. I find this is not unreasonable. I, therefore, **award the Landlord with \$120.00** from the Tenant pursuant to sections 32 and 67 of the Act.

#4 MATERIAL COST – REPLACE DOOR → \$229.60

I find that the Landlord provided a receipt for this item. I note that the Landlord said that

her father used a spare door that they had stored in a shed in order to have a repaired door in place for the new tenant. I find it reasonable for the Landlord to have replaced this spare door with a new one two weeks' later, which would replenish the Landlord's door inventory for the residential property. As such, I reject the Tenant's complaint in this regard and I **award the Landlord with \$229.60** for this claim pursuant to sections 32 and 67 of the Act.

Summary and Set Off

I find that this claim meets the criteria under section 72 (2) (b) of the Act to be offset against the Tenant's \$1,100.00 security deposit in complete satisfaction of the Landlord's monetary award.

	Receipt/Estimate From	For	Amount
1	[H.] Cleaning Services	Suite cleaning	\$150.00
2	Landlord's father	Repair damage to walls	\$275.00
3	Landlord's father	Labour replace door	\$120.00
4	[Int'l hardware store]	Material – replace door	\$229.60
5	RTB	Recovery app. Filing fee	\$100.00
		Sub-total	\$874.60
		Less security deposit	(\$1,100.00)
		Total monetary order claim	(\$225.40)

The Landlord is predominantly successful in her claims against the Tenant, as she provided sufficient evidence to prove most of her claims on a balance of probabilities. As such, I also award the Landlord with recovery of the **\$100.00** Application filing fee from the Tenant, pursuant to section 72 of the Act.

The Landlord is awarded a total of **\$874.60**. The Landlord is authorized to retain this much of the Tenant's **\$1,100.00** security deposit in complete satisfaction of this award. The Landlord is ordered to return the remaining amount of \$225.40 of the Tenant's security deposit to the Tenant as soon as possible. The Tenant is granted **\$225.40 Monetary Order** to assist in the required exchange of funds.

Conclusion

The Landlord is predominantly successful in her claim for compensation from the Tenant, as she provided sufficient evidence to meet her burden of proof on a balance of probabilities for **total awards of \$874.60**, including the \$100.00 Application filing fee.

The Landlord is authorized to retain **\$874.60** of the Tenant's **\$1,100.00** security deposit in complete satisfaction of these awards. The Landlord is Ordered to return the remaining **\$225.40** of the Tenant's security deposit to the Tenant as soon as possible.

The Tenant is granted a **Monetary Order of \$225.40 from the Landlord** in order to assist this process. This Order must be served on the Landlord by the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

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: March 15, 2023

Residential Tenancy Branch