



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

Page: 1

DECISION

Dispute Codes MNDL-S FFL MNSD

Introduction

The Landlord seeks compensation pursuant to sections 7, 67, and 72 of the *Residential Tenancy Act* (the “Act”).

The Tenant seeks the return of their security deposit pursuant to section 38 of the Act.

Issues

1. Is the Landlord entitled to compensation?
2. Is the Tenant entitled to the return of their security deposit?

Background and Evidence

In an application under the Act, an applicant must prove their claim on a balance of probabilities. Stated another way, the evidence must show that the events in support of the claim were more likely than not to have occurred. I have reviewed and considered all the evidence but will only refer to that which is relevant to this decision.

The tenancy began on February 1, 2019, and ended on August 31, 2023. The Tenant paid a security deposit of \$550.00 which the Landlord holds in trust pending the outcome of this application.

The Landlord seeks \$1435.71 in compensation for the following: (1) \$453.60 for the cost (reduced) to replace the flooring in the bathroom; (2) \$627.08 for the cost (reduced) to replace the flooring in the bedroom; (3) \$220.05 for cleaning costs; (4) \$110.00 for painting costs; and (5) \$24.98 for light bulb replacement costs. In addition, the Landlord seeks \$100.00 for the cost of filing their application.

The Landlord and her daughter testified about the above-noted claims and provided a written submission outlining their claims.

The Tenant disputes the entirety of the Landlord's claim except for the claim of \$24.98 for the light bulb replacement.

Evidence provided by the Landlord included a copy of the condition inspection report and numerous photographs. The Tenant provided photographs into evidence, and a video of the rental unit at the end of the tenancy.

Analysis

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. A party claiming compensation must do whatever is reasonable to minimize their loss.

To determine if a party is entitled to compensation, the following four-part test must be met: (1) Did the respondent breach the Act, the tenancy agreement, or the regulations? (2) Did the applicant suffer a loss because of this breach? (3) Has the amount of the loss been proven? (4) Did the applicant take reasonable steps to minimize their loss?

I will address the Landlord's claims in the order they appear in their written submissions.

Claims for Flooring in Bathroom and Bedroom

The Landlord gave evidence that the floors were about twenty years old. Pursuant to *Residential Tenancy Policy Guideline 40. Useful Life of Building Elements* (ver. March 2012, at page 5), hardwood floors have a useful life of 20 years and tile floors have a useful life of 5 years.

Therefore, any claim related to floors of this age must be reduced, through depreciation over the useful life of that element, to zero. Therefore, the claim for the replacement of the bathroom floor must be reduced to zero (regardless of whether the Landlord is entitled to any such amount).

Regarding the claim for the bedroom flooring, I note that no monies were expended. Moreover, another tenant is now occupying the rental unit or lived in the rental unit after the Tenant vacated. It would be unfair to award a landlord compensation when (a) the Landlord has not suffered any monetary loss, and (b) another tenant is now using and, likely, wearing down bedroom floor. Therefore, I must respectfully dismiss this claim to replace the bedroom flooring.

Claim for Cleaning Costs

Section 37 of the Act requires that a tenant leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, when they move out.

The Landlord submitted eight photographs of uncleaned areas of the rental unit. One of those photographs was of the Landlord doing the cleaning in the kitchen. The Tenant submitted a video of the rental unit, but the video does not capture the areas that were uncleaned. Based on the evidence of the parties, I prefer the Landlord's evidence to that of the Tenant's and find that the rental unit—in certain areas—was not left reasonably clean at the end of the tenancy. And, while I appreciate that the Tenant did not “have time to return” to do a second cleaning, the Tenant was responsible for ensuring a reasonable clean no later than the last day of the tenancy.

That having been said, while the \$220.05 claim for cleaning reflects a cleaning of the entire rental unit, the photographs of what was not cleaned do not, in my opinion, support a claim for the full amount. Dirty window tracks, a dirty tap faucet, a dirty oven, and a dirty drawer (with hair and Q-tips) do not warrant a \$220.05 claim. A thorough cleaning of these items would reasonably take no more than 2 to 3 hours. At an hourly rate of \$36.68 (which is, I find, a reasonable market rate for cleaning) the claim is reduced to \$110.03.

Claim for Painting Costs

Pursuant to *Residential Tenancy Policy Guideline 40. Useful Life of Building Elements* (ver. March 2012, at page 5), interior painting is indicated to have a useful life of 4. The Landlord gave evidence that the rental unit was “just painted” before the Tenant moved in. This would make the interior painting to be approximately 4 years and 7 months old. Therefore, regardless of whether the Landlord is entitled to compensation for painting and associated wall repairs, any such claim must be reduced to zero dollars. No compensation is thus awarded.

Claim for Light Bulbs

This claim was uncontested and as such the Landlord is awarded \$24.98.

Claim for Application Fee

The Landlord is entitled to recover their application fee of \$100.00 pursuant to section 72 of the Act.

Summary of Landlord's Application

In total, the Landlord is awarded \$235.01, and they are, pursuant to section 38(4)(b) of the Act, authorized to retain this amount from the Tenant's security deposit.

Tenant's Claim to Return Security Deposit

The Tenant is entitled to the return of \$314.99 of their security deposit, plus interest of \$7.09 (calculated in accordance with the *Residential Tenancy Regulation*, B.C. Reg. 477/2003) for a total of \$322.08.

The Landlord is ordered to return this amount of \$322.08 to the Tenant within 15 days of receiving this decision.

Conclusion

The Landlord's and the Tenant's applications are both granted in part.

This decision is made on delegated under section 9.1(1) of the Act.

Dated: February 9, 2024

Residential Tenancy Branch