



Policy and Procedure

Reasonably clean and reasonable wear and tear

This policy provides guidance to staff at the Employment Standards and Residential Tenancies Branch and the public in understanding our internal processes. This policy is not law. To the extent that this policy conflicts with any federal or territorial legislation, the legislation prevails. This policy may be amended or revised by the Director of Employment Standards and Residential Tenancies. If you have questions about the policy, please contact the Employment Standards and Residential Tenancies branch by phone at (867) 667-5944 or email at eso@yukon.ca or rto@yukon.ca.

Purpose

To describe the “reasonably clean” and “reasonable wear and tear” standards.

Background

The *Residential Landlord and Tenant Act* (the “Act”) requires tenants at the end of a tenancy to return the rental unit to the landlord in a state that is “reasonably clean” and undamaged except for “reasonable wear and tear”.¹ Tenants must also maintain “reasonable health, cleanliness and sanitary standards.”² A tenant may be responsible for paying cleaning or repair costs if the rental unit is left in a condition that does not meet these standards.

Tenants are not responsible for costs to repair reasonable wear and tear to the rental unit or residential property, or for cleaning to a higher standard than reasonably clean.

Move-in and move-out condition inspections are crucial to establishing the state of the rental unit. See Policy 3620-011 “Security Deposits” for more information about condition inspections.

¹ *Residential Landlord and Tenant Act*, S.Y. 2012, c.20 (the “Act”), at ss. 41(2)(a).

² The Act, at ss. 33(2).

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A landlord seeking to have their tenant pay the cost of cleaning and repair has the burden of proving their claim. See Policy 3620-011 “Security deposits” and Policy 3620-013 “Duty to minimize loss” for more information about submitting a monetary claim.

1. Reasonably clean

A landlord may be able to claim cleaning costs if the cleaning was necessary to cause the unit to be reasonably clean. The landlord should submit evidence to show that the rate charged is standard and that the hours worked were necessary for the unit to be reasonably clean. For example, the landlord could support their claim by providing two quotes from independent cleaning companies. Otherwise, they risk not being reimbursed for the full amount sought. The adjudicator assigned to hear the dispute can also conduct external research to determine an appropriate hourly rate and to estimate a reasonable number of hours to make the unit reasonably clean.

The reasonably clean standard must be flexible to reflect the age and condition of the rental unit. Whether the standard is met depends on what can reasonably be expected of the tenant in the circumstances. Terms such as “professionally clean”, “deep clean” or “sanitize” typically describe a standard of cleanliness that exceeds the reasonably clean standard.

A landlord may choose to bring their rental units to a level of cleanliness that is higher than the reasonably clean standard. This is acceptable but does not require a tenant to meet this higher standard. For example, a landlord may choose to have the unit professionally cleaned. Proof of professional cleaning is not necessarily proof that the tenant did not leave the unit reasonably clean. A landlord is not entitled to recover from the tenant the costs of bringing the unit to an immaculate, show-ready level of cleanliness.³

Terms in a tenancy agreement that require tenants to exceed the reasonably clean standard are likely unenforceable.⁴ For example, a tenant cannot be required as a condition of a tenancy agreement to hire professional cleaners. The tenant may only be required to hire or cover the costs of professional cleaners if the work was needed to cause the unit to be reasonably clean.

2. Reasonable wear and tear

Tenants are responsible for the cost to repair damage caused deliberately or because of neglect by the tenant or their guest.⁵ The Tenant is not responsible for reasonable wear and tear to the rental unit or residential property. See Policy 3620-007 “Property depreciation” for information

³ *ICR Commercial Real Estate v. Lau*, 2023 SKORT 1451, at paras. 24-28.

⁴ *Saretzky Holdings Ltd. v. Bear*, SKQB 151, at para. 39; *McGinnis v. Zimmerman*, 2009 CanLII 40540 (NWTRO).

⁵ The Act, at ss. 33(3).

about how property value and depreciation may affect the amount a landlord can claim for damage beyond reasonable wear and tear.

Reasonable wear and tear refers to natural deterioration that occurs due to regular use, aging and other natural forces.

If a landlord claims the cost of repairs, the adjudicator will determine whether the repairs are due to reasonable wear and tear or due to damage that appears to be deliberate or the result of the tenant's neglect.

Terms in a tenancy agreement that contradict this standard are likely unenforceable. For example, a tenant cannot be required to paint the premises as a matter of course at the end of the tenancy. The tenant may only be required to paint if it is necessary because of damage they are responsible for, or to return the paint colour to the original colour if they changed it during the tenancy.

3. Changes to the rental unit

Changes to the rental unit or residential property not consented to by the landlord must be returned to the original condition.

If the tenant does not return the rental unit and residential property to its original condition, apart from reasonable wear and tear, the landlord may be able to claim the cost of returning the rental unit and residential property to its original condition. They will not be reimbursed for work done to correct reasonable wear and tear.

4. Examples of cleaning and repair responsibilities

The following are examples of how the "reasonably clean" and "reasonable wear and tear" standards apply to common items:

- a) **Carpets:** At the end of a tenancy, the tenant must ensure that the carpet is reasonably clean. If the tenant has deliberately or carelessly stained the carpet, or their pet(s) damaged the carpet, they may be responsible for having the carpet cleaned.
- b) **Windows:** The tenant is responsible for cleaning the inside of windows and the tracks. This includes window balcony doors. Tenants are usually not responsible for cleaning the outside of windows.
- c) **Indoor window coverings or blinds:** Tenants are expected to leave the internal window coverings clean. Tenants may be responsible for the depreciated value of the coverings if they deliberately damaged or misused them.
- d) **Major appliances:** Tenants should clean the stove top, elements and oven as well as the refrigerator and inside of the dishwasher. Tenants are typically not expected to clean behind or under appliances unless they are on wheels or otherwise easy to move, and the area was noted as clean on the move-in condition inspection report. Tenants are not

responsible for repairs to appliances unless the damage was caused by their deliberate actions or neglect.

- e) **Nail holes (walls):** Minor holes from hanging pictures or other decorations are usually considered reasonable wear and tear. If a tenant caused an excessive amount of holes or damaged the wall, they may be responsible for the costs to repair the damage. Landlords and tenants can agree to rules in the tenancy agreement for how decorations should be hung, including by adhesive hangers or picture hooks.
- f) **Smoke and carbon monoxide detectors:** Landlords are responsible for providing and maintaining smoke alarms and carbon monoxide detectors in good working order. Tenants must not interfere with the operation of the smoke alarms and carbon monoxide detectors, for example, by removing batteries or disabling the detectors.
- g) **Light bulbs:** Landlords are responsible for ensuring all light bulbs are working when a tenant moves in. Tenants are usually responsible for replacing light bulbs in the rental unit during the tenancy. Tenants may not be responsible for replacing outdoor or difficult to reach lightbulbs.

Policy history

Date	Version number	Description of change
June 10, 2024	1	Policy approved