



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE POPPY RESIDENCES and RCL SOUTH BURNABY BRANCH 83  
HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing dealt with a landlord's application for monetary compensation for damage to the rental unit and authorization to retain the security deposit. The tenant was not represented during the hearing. The landlord testified that the tenant is deceased and the tenant's daughter who had been representing the estate was sent the hearing documents by registered mail sent at her address on September 18, 2015. As proof of service, the landlord provided the registered mail tracking number, including tracking number; and, an email from the tenant's daughter where her address is provided to the landlord. A search of the registered mail tracking number showed that the tenant's daughter signed for the registered mail on September 29, 2015. I was satisfied that the representative for the tenant's estate has been served with notification of this proceeding and I continued to hear from the landlord without representation from the tenant's estate.

The landlord had identified the tenant by his name; however, since the tenant is deceased the landlord requested that the naming of the tenant be amended to that of his estate. I have amended the application as requested.

### Issue(s) to be Decided

1. Is the landlord entitled to compensation for damage to the unit?
2. Is the landlord authorized to retain the security deposit?

### Background and Evidence

The landlord and the tenant started a tenancy for the independent living accommodation on January 1, 2014. The landlord collected a security deposit of \$500.00. The tenancy agreement provides that the tenant was required to pay \$2,574.00 per month for rent

and other services including meals. In June 2015 the tenant went in to hospital care and did not return to reside at the rental unit. The tenancy ended as of July 31, 2015.

The carpeting in the rental unit was found to be heavily stained in large areas, most likely from a walker. The landlord testified that attempts were made to clean the stains by having the carpets shampooed and applying various cleaning agents. The dark stains could not be removed so the carpeting was replaced at a cost of \$1,207.50. The landlord testified that the carpeting was five years old and the landlord seeks to recover 5/10 of the replacement cost, or \$603.75.

The landlord seeks to recover \$603.75 by retaining the security deposit and a portion of a \$165.00 meal credit that applies when tenants go into hospital for more than a month. The landlord explained that the meal credit is calculated as \$50.00 per week and \$7.50 per day and the landlord has calculated that the tenant is entitled to a meal credit of \$165.00. The landlord stated that the balance of the meal credit of \$62.75 will be sent to the estate.

As evidence for this proceeding the landlord provided a copy of the tenancy agreement; the invoice for carpet replacement; photographs of the stained carpeting; condition inspection reports; and, several emails exchanged between the landlord and the tenant's daughter.

### Analysis

Under section 37 of the Act, a tenant is required to leave a rental unit reasonably clean and undamaged.

Upon consideration of the unopposed evidence before me, I accept that the carpets were left heavily stained and that carpet replacement was warranted in the circumstances. I find the landlord's request to recover 5/10 of the replacement cost from the tenant, or \$603.75, to be reasonable and I award that amount to the landlord.

As to the meal credit, I note this is provided for in clause 5.1 of the tenancy agreement. This clause provides that "when a Tenant(s) is absent from the Premises, due to health, for one consecutive calendar month or longer the Tenant will receive a reduction of rent for the services for each additional month that the tenant is absent. The Landlord will determine the amount of the monthly deduction." I accept the landlord's calculations that the tenant is entitled to a meal credit of \$165.00 in the absence of any opposing position.

The landlord did not request recovery of the filing fee paid for this application and I make no such award.

In light of the above, I authorize the landlord to retain the security deposit and a portion of the meal credit in the total sum of \$603.75. Based upon the figures presented to me, I calculate that the estate is entitled to receive a refund of \$61.25 calculated as: \$500.00 + \$165.00 - \$603.75. The landlord is expected to refund the tenant's estate \$61.25 in a timely manner.

### Conclusion

The landlord has been awarded compensation of \$603.75 as compensation for damaged carpeting. The landlord has been authorized to retain the security deposit and a portion of the meal credit to offset this award and the landlord is to return the balance of the meal credit to the tenant's estate in a timely manner.

This decision 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: April 1, 2016

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Residential Tenancy Branch