



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC

### Introduction

The landlord applies for the cost of replacement of a mattress and box spring and for one month's rent loss due to the tenant's failure to return a mattress or a box spring.

The respondent tenant did not attend the hearing within twenty five minutes after its scheduled start time at 1:30 pm. on August 9, 2019. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the landlord and this arbitrator were the only attendees.

The landlord showed that the tenant had been served with the Notice of Dispute Resolution Proceeding by registered mail (tracking number shown on cover page of this decision). Canada Post records show that the tenant received and signed for the Notice on June 26, 2019.

The tenant filed documentation in opposition to the application. Based on the fact of the filing and the Canada Post information I am satisfied that the tenant has been duly served with the Notice.

The landlord testifies that the rental unit is a bedroom in a duplex. The tenant shared bathroom and cooking facilities with another tenant placed by the landlord. The tenancy started February 1, 2019. The monthly rent was \$850.00 though the written agreement says \$950.00. The tenancy agreement calls for a \$475.00 security deposit. The landlord says the tenant only paid \$150.00.

The tenant gave notice and with the landlord's agreement this tenancy came to an end April 30, 2019.

The landlord testifies that she permitted the tenant to take a mattress and box spring with her when she left but that the tenant took the wrong box spring and failed to return it until the end of May. The landlord says that as a result she could not rent the room and lost May rent of \$850.00.

She also claims \$229.00 as the cost of a new box spring.

Though the tenant did not attend the hearing she filed a list of text messages between the landlord and her from late April through to mid June 2019. The landlord did not dispute the fact of the text messages.

On April 30 the landlord texted the tenant asking the tenant to send a photo of the mattress and box spring she took with her. Later that day the landlord texted again asking "where is the box spring from your room?" The tenant replied the same day "you told to take matterss [sic] and one box spring which matches I took that" and offered to return it. The landlord texted back "It is ok (the roommate) took from your room everything is ok don't worry."

On May 11 the landlord texted the tenant saying the mattress she took from the roommate was a new one and asked her if she could bring it back and take one that matches the box spring she took. The tenant replied that she would bring it back. It appears from the texts that the tenant attended to the return and exchange of the mattress the next day: May 12.

On or about May 18 the landlord texted the tenant to say the box spring she'd taken was the wrong one. The tenant responded saying she taken the one the landlord had told her to take. The landlord texted that she needed it back. The tenant responded saying "no problem."

On May 20 the landlord texted the tenant asking if the box spring was back at the house. The tenant responded saying the landlord could pick up the box spring because the tenant was at work everyday and didn't have time. The landlord responded saying she could not pick it up.

On May 22 the tenant again told the landlord she could pick up the box spring as the tenant did not have transportation and was at work.

On May 24 the landlord texted the tenant saying it would cost \$100.00 to get the box spring delivered to her and asked the tenant to e-transfer her the funds. As well she'd "have to bill you for rent." The tenant responded saying she could return it on Saturday. She had hired a trucking firm to return the box spring.

On May 25 the landlord texted the tenant asking "where is box spring person needs to move in now."

Ultimately the box spring was delivered on May 27.

After that the tenant's texts to June 16 relate to return of her security deposit. They went unanswered.

It is apparent from this series of texts that it was May 18, almost three weeks after the tenant moved out, that the landlord raised the issue of the box spring. The tenant returned it within nine days and it appears she had to hire someone to do it for her.

The evidence does not satisfy me that the tenant did anything wrong when she first took away a box spring at the end of April. The evidence indicates that the tenant was cooperative and gracious in seeing that it was returned. On this basis she is not responsible for any loss the landlord may have suffered as a result of taking a particular box spring the landlord later determined to be the wrong one.

In addition, the texts show that the landlord had rented to someone moving in May 27 even without the box spring having been returned. I conclude that the return of this particular box spring was not vital to the landlord's re-renting.

The landlord also claims for the cost of a new box spring. At hearing she admitted she had not incurred that cost. Her materials indicate that the box spring the tenant returned was dirty and so should be replaced. The landlord has not provide any corroborating evidence to show that the box spring was in such a dirty state as to require replacement and, in the circumstances of this case I determine that such corroboration is necessary.

### Conclusion

In result, I dismiss the landlord's application.

The tenant is entitled to return of her security deposit however the evidence leaves me uncertain about how much deposit money the landlord is holding. The landlord indicates she holds only \$150.00. The tenant's written material indicates it may be \$425.00.

In these circumstances I decline to award the tenant recovery of her security deposit, but she may apply to recover it following receipt of this decision. The actual amount of the deposit money can be adjudicated at that hearing.

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: August 11, 2019

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Residential Tenancy Branch