



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Achievers Group Holdings Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDL-S, MNDCL-S, FFL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on November 23, 2020 (the “Application”). The Landlord applied as follows:

- For compensation for damage to the rental unit
- To recover unpaid rent
- For compensation for monetary loss or other money owed
- To keep the security deposit
- For reimbursement for the filing fee

This matter came before me March 15, 2021 and an Interim Decision was issued March 16, 2021. This decision should be read with the Interim Decision.

The Agent for the Landlord appeared at the adjourned hearing. The Tenants appeared at the adjourned hearing. The Tenants stated that they did not intend to call witnesses at the adjourned hearing. I explained the hearing process to the parties. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenants did not submit evidence. I addressed service of the hearing package and Landlord’s evidence at the first hearing. Both Tenants confirmed receipt of the hearing package and Landlord’s evidence and neither Tenant raised any issue about service. Tenant L.M. stated at the first hearing that they did not submit evidence. Tenant V.E. testified that they had submitted evidence by email to the RTB. The Agent testified that they did not receive evidence from Tenant V.E.

Parties cannot submit evidence by email to the RTB. There was no evidence from Tenant V.E. before me. The Agent had not received evidence from Tenant V.E. In the circumstances, I did not permit Tenant V.E. to submit evidence after the hearing had started.

In the middle of the adjourned hearing, Tenant L.M. raised an issue about service of the hearing package and Landlord's evidence. Tenant L.M. testified that they received these a couple days before the hearing from Tenant V.E. because they do not live at the same address as Tenant V.E. The Agent testified that they got Tenant L.M.'s address through a Skip Tracing Company. I told the parties I would consider this issue in the written decision.

I have considered whether this matter should be adjourned or reconvened or whether Tenant L.M. should be removed as a respondent to the Application given Tenant L.M.'s testimony that they only received the hearing package and Landlord's evidence a couple days before the hearing. I do not find any of these actions necessary or appropriate in the circumstances for the following reasons. Tenant L.M. confirmed receipt of the hearing package and Landlord's evidence at the first hearing and did not raise any issue in this regard. Tenant L.M. confirmed at the first hearing that they did not submit evidence and did not raise any issue in this regard, such as not having had enough time to submit evidence. When the first hearing was adjourned, Tenant L.M. did not raise the issue of being permitted to submit evidence given when the hearing package and Landlord's evidence was received. The hearing was adjourned from March 15, 2021 to June 22, 2021 and therefore Tenant L.M. had ample time to prepare for the adjourned hearing. Tenant L.M. provided testimony throughout the hearings and seemed prepared to address the Application. In the circumstances, I do not find it necessary or appropriate to adjourn or reconvene this matter or to remove Tenant L.M. from the Application.

I note the statement in the Interim Decision about Tenant V.E. being disruptive during the first hearing and being given a warning about this. I reminded the parties of the statement in the Interim Decision at the outset of the adjourned hearing. Tenant V.E. continued to be disruptive at the adjourned hearing by interrupting others, swearing in general and swearing at the Agent. Pursuant to the statement in the Interim Decision, and rule 6.10 of the Rules, I muted Tenant V.E. and told the parties I would not hear further from Tenant V.E. I told Tenant V.E. they were welcome to stay on the line and listen to the hearing but I would not be taking Tenant V.E. off mute given the disruptive behaviour. Tenant V.E. exited the hearing on their own accord a few minutes later.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered all testimony provided and reviewed the documentary evidence submitted. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Is the Landlord entitled to compensation for damage to the rental unit?
2. Is the Landlord entitled to recover unpaid rent?
3. Is the Landlord entitled to compensation for monetary loss or other money owed?
4. Is the Landlord entitled to keep the security deposit?
5. Is the Landlord entitled to reimbursement for the filing fee?

Background and Evidence

The Landlord sought the following compensation:

Item	Description	Amount
1	Rent and utilities May – October, 2020	\$7,165.00
2	Damage to rental unit	\$2,735.00
3	Cost of skip tracing	\$577.50
4	Filing fee	\$100.00
	TOTAL	\$10,577.50

The Landlord sought the following compensation for damage to the rental unit:

Item	Description	Amount
1	Replacement for damaged doors	
	Solid doors	\$161.00
	Bi-fold doors	\$164.00
	Installation of doors	\$120.00
2	Replace dishwasher	
	Dishwasher	\$475.00
	Installation	\$100.00
3	Remove nails, patch up holes, damaged wall and repaint walls	\$600.00
4	Replacement doorknobs	\$61.00
5	Replace toilet seat	\$27.00
6	Replace baseboard	\$40.00
7	House cleaning and disinfection	\$137.00
8	Repair damaged walls	\$200.00

9	Repair washroom damaged cabinets	\$100.00
10	Repair kitchen island	\$50.00
11	Cleaning graffiti on rear bedroom window glass	\$50.00
12	Rear bedroom light replacement	\$75.00
13	Repair damaged floor	\$75.00
14	Garbage removal	\$300.00
	TOTAL	\$2,735.00

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The tenancy started October 24, 2019 and was for a fixed term ending October 31, 2020. Rent was \$1,950.00 per month due on the first day of each month. The Tenants paid a \$975.00 security deposit.

The parties agreed the tenancy ended October 02, 2020.

The parties agreed the Tenants did not provide the Landlord with a forwarding address.

At the hearing, the Tenants agreed to the Landlord keeping the security deposit.

A move-in Condition Inspection Report ("CIR") was submitted and the parties agreed it is accurate.

The Agent testified as follows in relation to a move-out inspection. No move-out inspection was done. The parties agreed on a date for the move-out inspection, the Agent waited half-an-hour for the Tenants and the Tenants did not attend. The Agent took photos of the rental unit. The Agent did not complete the CIR.

The Tenants testified as follows. No move-out inspection was done. The Tenants were not comfortable with doing an inspection due to the pandemic. Tenant V.E. was in the hospital and the Landlord issued an eviction notice as soon as Tenant V.E. got out of the hospital. The Tenants only had five days to move which was stressful and therefore the Tenants did not attend for the move-out inspection.

I asked the Agent if they followed up and provided the Tenants with a final opportunity to do the move-out inspection on the RTB form and the Agent replied that they sent the Tenants a text message and did not receive a response.

#1 Rent and utilities May – October, 2020

The Agent relied on a statement in evidence outlining rent and utilities owing, a bank statement for the Landlord in evidence and utility bills in evidence.

The Tenants testified as follows. They do not agree with the utility bills. The Landlord gave a bill for garbage. The bill dated July 02, 2020 covers a period outside of the tenancy. They do not agree with the rest of the amounts owing. They were not living in the rental unit in October. The Property Tax Notice submitted is for a different year than when the Tenants lived in the rental unit.

In reply, the Agent testified that the Property Tax Notice applies to the period during which the Tenants were living in the rental unit. The Agent testified that rent was due on the first day of each month, the Tenants chose to vacate October 02, 2020 and therefore the Landlord lost October rent. The Agent testified that the rental unit was not re-rented and was sold in January of 2021. The Agent acknowledged the Tenants were issued a 10 Day Notice and that the tenancy ended pursuant to this.

#2 Damage to rental unit

- ***1 Replacement for damaged doors***
 - Solid doors***
 - Bi-fold doors***
 - Installation of doors***

The Agent testified as follows. Four doors in the rental unit were completely damaged and had to be replaced. Photos and requisitions have been submitted.

The Tenants testified as follows. Only one door was damaged. The rental unit was not in perfect condition when they moved in.

- ***2 Replace dishwasher***
 - Dishwasher***
 - Installation***

The Agent testified as follows. The CIR shows the dishwasher was fine at move-in. The dishwasher was not working at all at the end of the tenancy. The dishwasher was replaced. The dishwasher was at least 5 years old.

The Tenants testified as follows. They did not check to see if the dishwasher worked at the start of the tenancy. There were issues with the dishwasher during the tenancy. They had to put work into the dishwasher to make it run. They texted the Landlord about the dishwasher not working and the Landlord never came to look at it.

In reply, the Agent disagreed with the testimony of the Tenants.

- **3 Remove nails, patch up holes, damaged wall and repaint walls**

The Agent testified as follows. The Tenants left a lot of nails all around the rental unit. The drywall was damaged. There were multiple holes. The Landlord had to repair all of the walls, pull out nails, patch holes, repair the damage and paint. The rental unit was last painted one year prior to the end of the tenancy.

The Tenants testified as follows. The rental unit had not been painted when they moved in. The front door would hit the wall and push the studs out into the main bedroom. They did hang some pictures but this did not require a big renovation job.

In reply, the Agent testified that the cost sought is not for the entire rental unit but just to repair the damage to the walls caused by the Tenants.

- **4 Replacement doorknobs**

The Agent testified as follows. Four doorknobs had to be replaced because they were damaged. The receipts for these have been submitted. The doorknobs were all in good condition at the start of the tenancy.

The Tenants testified that they did not damage doorknobs.

- **5 Replace toilet seat**

The Agent testified as follows. The toilet seat was fine at move-in as shown in the CIR. The toilet seat was completely damaged at move-out. The photos in evidence show the damaged toilet seat.

The Tenants testified as follows. The toilet seat was not brand new when they moved in. The toilet seat was damaged by the Tenants; however, it was old.

- **6 Replace baseboard**

The Agent testified as follows. There was damage done to the baseboard on the right side of the toilet as shown in the photos submitted. The cost claimed is the replacement cost and cost of materials. The baseboard was fine at move-in.

Tenant L.M. testified as follows. The baseboard between the bathtub and toilet had expanded and was uneven at the start of the tenancy but had been painted over so it looked good. The baseboard started falling apart when the Tenants moved in. Water from the toilet splashed onto the baseboard when used. The Tenants told the Landlord about this issue.

- **7 House cleaning and disinfection**

The Agent testified as follows. The Tenants left the rental unit dirty and it had to be disinfected due to the pandemic. The Landlord hired cleaners and the invoice for this is in evidence.

Tenant L.M. testified as follows. The Tenants cleaned the rental unit at the end of the tenancy. The Tenants left the rental unit in a reasonable manner and in the same way they found it. Tenant V.E. did get sick but not with COVID-19.

- **8 Repair damaged walls**

The Agent testified as follows. The walls of the rental unit were damaged and had big holes in them as shown in the photos. The damage had to be repaired. There is no invoice in evidence because a labourer did the work and the Landlord paid them in cash.

Tenant L.M. testified as follows. The front door hit a wall in the rental unit because there was nothing to stop it. The door hitting the wall pushed studs out in the bedroom. The Tenants did put up pictures everywhere. They disagree with the cost claimed.

- **9 Repair washroom damaged cabinets**

The Agent testified as follows. Everything in the rental unit was in good condition at move-in as shown in the CIR. At the end of the tenancy, all cabinets were broken and drawers were hanging out which had to be fixed. There is no invoice for the cost

claimed; however, it is clear from the evidence that there was damage and anyone fixing the damage would cost more than \$100.00.

Tenant L.M. testified as follows. The cabinets were as old as the rental unit and they broke down over time. There was excess moisture in the rental unit. There was mold in the rental unit. The cabinets fell apart within two to three months of the Tenants living in the rental unit due to moisture, wear and tear and age.

- ***10 Repair kitchen island***

The Agent testified as follows. The kitchen island was sagging at the end of the tenancy. The kitchen island had to be removed and repaired. There is no invoice in evidence for this because the Landlord paid cash for someone to fix the kitchen island.

Tenant L.M. testified as follows. The Tenants did damage the kitchen island; however, it was not good quality and was “on its way out”.

- ***11 Cleaning graffiti on rear bedroom window glass***

The Agent testified as follows. There was graffiti on the bedroom window glass at the end of the tenancy as shown in the photos submitted. The Agent had to buy spray to clean up the paint and this is the cost.

Tenant L.M. testified as follows. There was no graffiti on the window, it was hair dye and could have been scrapped off with a razor blade. There was no need to buy a chemical to get the hair dye off.

- ***12 Rear bedroom light replacement***

The Agent testified as follows. The light fixture in the bedroom was there at the start of the tenancy and gone at the end of the tenancy. The light fixture had to be replaced.

Tenant L.M. testified that the Tenants did not take the light fixture.

- ***13 Repair damaged floor***

The Agent testified as follows. There was floor damage at the end of the tenancy as shown in the photos. The damage had to be fixed. Someone had to attend the rental

unit and remove the damaged floor and replace it with a new strip. There is no invoice for this cost.

Tenant L.M. testified as follows. There was already damage to the floor when the Tenants moved in because the dishwasher leaked. The dishwasher and broken window caused water to get on the floor.

- ***14 Garbage removal***

The Agent testified as follows. The Tenants left a mattress, garbage and a folding bed in the rental unit. The garbage had to be removed and this is the cost for someone to come remove it. There is no invoice for this because the Landlord had to pay cash. The photos in evidence show the items left behind.

Tenant L.M. testified as follows. The Tenants did leave some garbage in the rental unit. The Tenants have the items the Agent is referring to so Tenant L.M. does not know about this.

#3 Cost of skip tracing

The Agent testified that the Tenants did not provide a forwarding address and therefore the Landlord had to hire a skip tracing company to get the Tenants' current address so they could be served.

The Tenants testified that the Landlord had their phone numbers and could have called or texted them.

In reply, the Agent testified as follows. The Tenants were required to provide a forwarding address and they did not do so. The Landlord called the Tenants and received no response.

The Landlord submitted documentary evidence which I have reviewed.

Analysis

Security deposit

At the hearing, the Tenants agreed to the Landlord keeping the security deposit and therefore the Landlord is entitled to keep the security deposit.

Compensation

Section 7 of the *Act* states:

7 (1) If a...tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying...tenant must compensate the [landlord] for damage or loss that results.

(2) A landlord...who claims compensation for damage or loss that results from the [tenant's] non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Policy Guideline 16 deals with compensation for damage or loss and states in part the following:

It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Pursuant to rule 6.6 of the Rules, it is the Landlord as applicant who has the onus to prove the claim. The standard of proof is on a balance of probabilities meaning it is more likely than not the facts occurred as claimed.

#1 Rent and utilities May – October, 2020

Section 26 of the *Act* states:

26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

The written tenancy agreement states that the Tenants will pay for water, sewage and garbage.

The Landlord has submitted documentary evidence to support the position that rent and utilities are outstanding. The Tenants have not submitted any documentary evidence to call into question the Landlord's documentary evidence.

The Tenants took issue with the amount sought because it includes garbage; however, the written tenancy agreement states that the Tenants will pay for garbage collection.

The Tenants took issue with the period covered by the 2020 Property Tax Notice. Based on the 2020 Property Tax Notice, I assume the amount shown is for the year 2020. The Tenants lived in the rental unit for nine months of 2020 and therefore I am satisfied they owe \$223.50 of the \$298.00 noted on the 2020 Property Tax Notice. I therefore reduce the award to the Landlord by \$74.50.

It is my understanding from the statement in evidence that the Landlord is seeking rent for October. I agree the Tenants did not owe rent past October 02, 2020 when they moved out of the rental unit. It may be that the Landlord was entitled to loss of rent for October; however, this is not what the Landlord has applied for nor am I satisfied based on the evidence provided that the Landlord is entitled to loss of rent for October. I am satisfied the Tenants owe \$128.21 for the two days they lived in the rental unit in October. I therefore further reduce the award to the Landlord by \$1,821.79.

The Tenants did not explain further why the amount sought for rent and utilities is incorrect and did not provide compelling evidence to show the amount sought for rent and utilities is incorrect. I am satisfied based on the evidence of the Landlord that the Tenants owe **\$5,268.71** for rent and utilities and I award the Landlord this amount.

#2 Damage to rental unit

Section 37 of the *Act* states:

(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear...

- **1 Replacement for damaged doors**

Solid doors

Bi-fold doors

Installation of doors

I accept that the rental unit was in good condition when the Tenants moved in based on the CIR which shows the rental unit was in good condition. The Tenants agreed with the CIR and signed the CIR at move-in.

As stated in section 21 of the *Residential Tenancy Regulation*:

21 In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

The Tenants have not submitted any documentary evidence that calls into question the CIR and therefore have not submitted a “preponderance of evidence to the contrary” in relation to the condition of the rental unit as shown in the CIR.

I also note that the Landlord has submitted move-in photos which support that the rental unit was in good condition at the start of the tenancy.

The Landlord has submitted move-out photos showing four doors were damaged at the end of the tenancy. Based on the move-out photos, I find the damage beyond reasonable wear and tear. I am satisfied the Tenants breached section 37 of the *Act*. I am satisfied the Landlord had to replace the doors. The Landlord has submitted an invoice for doors which is barely legible. The Landlord has circled \$85.00, \$79.00, \$83.00 and \$78.00. It is not clear that the other amounts on the invoice relate to this item. I award the Landlord the **\$325.00** shown in the invoice. I do not see an invoice for \$120.00 for installation of the doors and therefore the Landlord has failed to prove this amount.

- **2 Replace dishwasher**

Dishwasher

Installation

I am satisfied based on the CIR that the dishwasher was in good condition at move-in. I am satisfied the dishwasher broke during the tenancy because the Tenants

acknowledged this. However, the Landlord has not submitted documentary evidence showing how or why the dishwasher broke such as evidence from a technician who assessed the dishwasher. The only documentary evidence about the dishwasher is one move-out photo and it is not clear from this photo that the dishwasher is broken or why it is broken. The Agent testified that the dishwasher was at least five years old at the start of the tenancy. Appliances can and do break over time. In the absence of further evidence, I am not satisfied the Tenants broke the dishwasher or breached section 37 of the *Act* in this regard. Therefore, I am not satisfied the Landlord is entitled to the compensation sought. This claim is dismissed without leave to re-apply.

- **3 Remove nails, patch up holes, damaged wall and repaint walls**

I am satisfied based on the CIR and move-in photos that the walls and paint in the rental unit were in good condition at move-in. I am satisfied based on the move-out photos that there was damage to the walls at the end of the tenancy. I am satisfied based on the move-out photos that the damage was beyond reasonable wear and tear and I am satisfied the Tenants breached section 37 of the *Act*. I am satisfied the Landlord had to have the damage fixed. I am satisfied based on the Interac e-Transfer that the Landlord paid **\$600.00** to have the damage fixed and I award the Landlord this amount.

I note that I do not find it relevant when the rental unit was last painted because the walls had large holes in them, as well as numerous nails in them, at the end of the tenancy and these clearly had to be addressed. Further, if the front door was causing damage, the Tenants should have had the Landlord fix the front door. It was not reasonable for the Tenants to continue to cause damage to the rental unit and then take the position that they should not be responsible for the damage.

- **4 Replacement doorknobs**

I am satisfied based on the CIR and move-in photos that the rental unit was in good condition at move-in, including the doorknobs. The move-out photos show one damaged doorknob and two damaged doors that have doorknobs. It is not clear from the Landlord's documentary evidence what other two doorknobs required replacement. In relation to the two doorknobs shown in the move-out photos, I am satisfied the damage was beyond reasonable wear and tear based on the photos and am satisfied the Tenants breached section 37 of the *Act* in this regard. I am satisfied the Landlord had to replace the two doorknobs. I am satisfied based on the Home Depot receipt that

the Landlord paid \$68.23 for four doorknobs and award the Landlord half of this being **\$34.11**.

- **5 Replace toilet seat**

I am satisfied based on the CIR that the toilet seat was in good condition on move-in. I am satisfied the Tenants broke the toilet seat as the Tenants acknowledged this. Based on the move-out photos, I am satisfied that the broken toilet seat was beyond reasonable wear and tear and am satisfied the Tenants breached section 37 of the *Act* in this regard. I am satisfied the Landlord had to replace the toilet seat. Based on the Home Depot receipt I accept that a new toilet seat cost more than \$27.00 and therefore award the Landlord the **\$27.00** sought.

- **6 Replace baseboard**

I am satisfied based on the CIR that the baseboard in the bathroom was in good condition on move-in. I am satisfied based on the move-out photos that the baseboard was damaged at move-out. I also understood Tenant L.M. to acknowledge that the baseboard was damaged at the end of the tenancy. Tenant L.M. testified that the baseboard was damaged at the start of the tenancy; however, I do not accept this because this is not shown on the CIR. Further, I did not find Tenant L.M.'s explanation for why or how the baseboard was damaged during the tenancy compelling as it is not clear how or why water was splashing from the toilet. Further, if water was splashing from the toilet, the Tenants should have contacted the Landlord about this. There is no documentary evidence before me showing the Tenants contacted the Landlord about water splashing from the toilet during the tenancy and therefore, I am not satisfied the Tenants did.

In the circumstances, I am satisfied the Tenants damaged the baseboard and, based on the move-out photos, am satisfied this damage was beyond reasonable wear and tear. I am satisfied the Tenants breached section 37 of the *Act*. I am satisfied the Landlord had to replace the baseboard. I am satisfied based on the Home Depot receipt that this cost more than \$40.00 and award the Landlord the **\$40.00** sought.

- **7 House cleaning and disinfection**

The Tenants were required to leave the rental unit reasonably clean at the end of the tenancy regardless of how clean the rental unit was at the start of the tenancy. I also note that the CIR and move-in photos show that the rental unit was in good condition

and not dirty at move-in. I am satisfied based on the move-out photos that some areas of the rental unit were not cleaned at the end of the tenancy and therefore the Tenants breached section 37 of the *Act*. I am satisfied the Landlord had to hire cleaners. I am satisfied based on the Interac e-Transfer that the Landlord paid \$136.50 for cleaners and I find this amount reasonable based on the move-out photos which show what areas needed to be cleaned. I award the Landlord the **\$136.50**.

- **8 Repair damaged walls**
- **9 Repair washroom damaged cabinets**
- **10 Repair kitchen island**
- **11 Cleaning graffiti on rear bedroom window glass**
- **12 Rear bedroom light replacement**
- **13 Repair damaged floor**
- **14 Garbage removal**

I am not satisfied the Landlord has met their burden to prove the amount or value of the above damage or loss because the Landlord has not submitted any documentary evidence showing a basis for the amounts claimed. I do not find the Agent's position that there are no receipts or invoices because the Landlord paid in cash reasonable. Receipts and invoices can still be issued for cash payments. Further, the Landlord was having repairs and cleaning done that the Landlord sought to hold the Tenants responsible for and therefore should have ensured they had documentation of the costs associated to these repairs and cleaning. This is the Landlord's Application and the Landlord has the onus to prove not just damage or loss but the amount or value of the damage or loss. The Landlord has failed to do so by failing to provide documentary evidence of the costs claimed. The above claims are dismissed without leave to re-apply.

#3 Cost of skip tracing

Section 39 of the *Act* addresses tenants providing a forwarding address and states:

39 Despite any other provision of this Act, if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy,

- (a) the landlord may keep the security deposit or the pet damage deposit, or both, and

- (b) the right of the tenant to the return of the security deposit or pet damage deposit is extinguished.

Further, section 38 of the *Act* states:

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and

- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

I am not satisfied that the Tenants breached the *Act*, *Regulations* or tenancy agreement by not providing a forwarding address. In my view, the *Act* does not state that the Tenants must provide a forwarding address, it simply sets out what happens if the Tenants do not provide a forwarding address and uses the forwarding address as a trigger for what the Landlord must do as set out in section 38(1) of the *Act*. Given this, I am not satisfied the Tenants breached the *Act*, *Regulations* or tenancy agreement by not providing a forwarding address and am not satisfied the Landlord is entitled to the compensation sought.

I would also note that, even if I had found a breach, the Landlord was required to mitigate their loss. Here, I would expect to see documentary evidence of attempts by the Landlord to reach the Tenants and the Tenants not replying. The only documentary evidence of this submitted are text messages between the parties about a move-out inspection. There is no documentary evidence showing the Landlord tried to reach the Tenants further about a forwarding address or serving documents and that the Tenants did not reply. In the circumstances, I would not have found the Tenants responsible for the cost of a skip tracing company in any event.

Filing fee

Given the Landlord was partially successful in the Application, I award the Landlord reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act*.

Summary

In summary, the Landlord is entitled to the following compensation:

Item	Description	Amount
1	Rent and utilities May – October, 2020	\$5,268.71
2	Damage to rental unit	\$1,162.61
3	Cost of skip tracing	-
4	Filing fee	\$100.00
	TOTAL	\$6,531.32

The compensation for damage to the rental unit is made up of the following:

Item	Description	Amount
1	Replacement for damaged doors	\$325.00
2	Replace dishwasher	-
3	Remove nails, patch up holes, damaged wall and repaint walls	\$600.00
4	Replacement doorknobs	\$34.11
5	Replace toilet seat	\$27.00
6	Replace baseboard	\$40.00
7	House cleaning and disinfection	\$136.50
8	Repair damaged walls	-
9	Repair washroom damaged cabinets	-
10	Repair kitchen island	-
11	Cleaning graffiti on rear bedroom window glass	-
12	Rear bedroom light replacement	-
13	Repair damaged floor	-
14	Garbage removal	-
	TOTAL	\$1,162.61

The Landlord can keep the \$975.00 security deposit pursuant to the agreement of the Tenants. The Landlord is issued a Monetary Order for the remaining \$5,556.32 pursuant to section 67 of the *Act*.

Conclusion

The Landlord is entitled to \$6,531.32. The Landlord can keep the \$975.00 security deposit. The Landlord is issued a Monetary Order for the remaining \$5,556.32. This Order must be served on the Tenants. If the Tenants fail to comply with this Order, it may be filed in the Small Claims division of the Provincial Court and enforced as an order of that court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: July 23, 2021

Residential Tenancy Branch