



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      MNDCL-S, FFL

### Introduction

The Landlord filed an Application for Dispute Resolution on July 7, 2022 seeking compensation for monetary loss or other money owed. Additionally, they seek reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on March 27, 2023.

The Landlord attended the conference call hearing as scheduled; the Tenant did not attend. I explained the process and the Landlord had the opportunity to ask questions and present oral testimony during the hearing.

### Preliminary Matter – service of the Notice of Dispute Resolution Proceeding

The Landlord stated that they delivered the Notice of Dispute Resolution Proceeding to the Tenant via registered mail. This was to the forwarding address provided by the Tenant at the end of the tenancy. The Landlord sent registered mail to that address; however, that mail package was returned to the Landlord. The Landlord discovered this was the address of a UPS store, and not a residential address.

The Landlord presented their receipt for registered mail, and the registered mail label with a tracking number, sent on July 20, 2022. This is the same forwarding address as provided by the Tenant in the final condition inspection report signed by the Tenant, as well as the Tenant’s notice to end the tenancy, as shown in the Landlord’s evidence.

In this situation, I find the Landlord completed service by sending the required information to the forwarding address provided by the Tenant. This is what is required for service of the Notice of Dispute Resolution Proceeding and the Landlord’s evidence.

I find this is service in a manner prescribed by s. 89(1)(c) of the *Act*. I consider the document to be received by the Tenant on July 25, 2022; this is deemed service as per s. 90(a) of the *Act*.

### Issues to be Decided

Is the Landlord entitled to compensation for monetary loss and/or other money owed, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

### Background and Evidence

The Landlord did not provide a copy of the tenancy agreement; however, they spoke to the basic details in the hearing. The tenancy started on July 30, 2019 on a yearly fixed-term basis. The rent amount of \$2,300 per month did not increase during the tenancy. The Tenant paid a security deposit of \$1,147.50.

The tenancy ended after the Tenant notified the Landlord on May 12, 2022 they would be moving out, without specifying a date. In the Landlord's Application, they indicated the end-of the current agreement was June 30, 2022; however, they described the Tenant moving out from the rental unit on May 16, 2022.

The Tenant moved out without cleaning the rental unit and did not clean the carpets. The Tenant attended to the rental unit with the Landlord on June 23 for an inspection. The Landlord completed an inspection report for the rental unit, as provided in their evidence. The Tenant signed the report to state that they agreed with its contents.

In the condition inspection report, the Landlord noted individual damage to the dining room table; this was "scarred from hot cup" as shown in the photo they provided. They listed the cost of refinishing the table top at \$1,000. Additionally, they noted the need for the 8 dining room chairs to be reupholstered, for \$150 per chair, totalling \$1,200. The Landlord provided 2 photos showing a stain and a tear to the upholstery of chair cushioning. The Landlord also provided photos of scratched flooring, scratched cabinets, and what appears to be a scratched table surface of some kind.

In the hearing the Landlord described the damage to the dining room table and chairs. They assessed the value of refinishing the table and upholstery work on the chairs as the kind of work that they do. The Landlord's Application to the Residential Tenancy Branch lists 3 chairs, and a total cost of damage at \$1,800.

The Tenant returned on June 26 to undertake further cleaning; however, this was for only for approximately 90 minutes. The Landlord submits this was not cleaning to a sufficient degree after the 3 years that the Tenant lived in the rental unit.

The Landlord hired cleaners who attended on June 27 and 28 to clean the rental unit and its carpets more thoroughly. The Landlord provided evidence of the amounts they paid to these cleaners, \$360 shown as paid for carpet cleaning on June 27, and \$175 by cheque to a cleaner, on June 28.

### Analysis

The *Act* s. 37(2) requires a tenant, when vacating a rental unit to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys and other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

To be successful in a claim for compensation for damage or loss the Applicant has the burden to provide enough evidence to establish the following four points:

- That a damage or loss exists;
- That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
- The value of the damage or loss; **and**
- Steps taken, if any, to mitigate the damage or loss.

I find as follows, in regard to the separate items listed above:

- I find the Landlord has established the need for extra cleaning throughout, and the need for extra cleaning on the carpets. I find this was conceded to by the Tenant when they signed the condition inspection report, thereby agreeing to the room-by-room assessment. I grant the cost of \$360 and \$175 as the Landlord presented in their receipts.

- I find the Landlord has not established the need for refinishing the dining room table. I grant there was some slight damage to this item, with no regard to the age or value of the table itself. If an heirloom or other antique, it's questionable why the Landlord would leave the item in the rental unit in the care of others. The value assigned by the Landlord appears to be an estimate, with no other baseline to establish that kind of work which is relatively expensive for this piece of furniture, the value of which is not established. I grant a nominal value only for what the Landlord claims as damage to this table.
- I grant there was damage to at least one of the dining room chairs. In the condition inspection report, this was listed as reupholstery for all eight of the chairs; by the time the Landlord applied for this hearing this became three. There is no reference to three separate chairs in the photo evidence to show the extent of damage. Again, if these chairs have some personal value to the Landlord, I question why these items would be in the care of a tenant. I grant there was some damage to furniture in place in the rental unit; however, this is for the cost of only three chairs and not all 8. This amount is \$450.

The amounts above total \$985. I so order the Landlord to keep this amount from the security deposit they are holding.

I grant the remainder of the security deposit amount of \$1,147.50 to the Landlord. This is \$100 as a nominal amount for the table, and \$62.50 for a part of the Application filing fee where the Landlord was moderately successful in this claim for compensation.

The *Act* s. 72(2) gives an arbitrator the authority to make a deduction from the security deposit held by a landlord. I find the Landlord here has established a claim of \$1,147.50. I am authorizing the Landlord to keep the security deposit amount in satisfaction of their claim for compensation.

Conclusion

Pursuant to s. 67 and 72 of the *Act*, I grant the Landlord the full amount of the security deposit in satisfaction of their claim for compensation.

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

Dated: March 29, 2023

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Residential Tenancy Branch