



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNDL-S, FFL

### Introduction

The Landlord filed an Application for Dispute Resolution on November 12, 2022 seeking compensation for damage to the rental unit. 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 August 22, 2023. The Landlord and one Tenant attended the hearing. The Tenant confirmed they received the Notice of Dispute Resolution Proceeding from the Landlord, and they received the Landlord’s evidence via other former Tenants. The Tenant did not prepare evidence on their own for this hearing.

### Issues to be Decided

Is the Landlord entitled to compensation for alleged damage in the rental unit, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

### Background and Evidence

In their evidence, the Landlord presented a copy of the tenancy agreement they had in place with the Tenant. This showed the basic rent amount of \$2,350, payable monthly on the first of each month.

In the hearing, the Landlord presented that the tenancy started as a fixed-term 2-year tenancy to August 2022. The rent for that agreement was \$2,050 and the Tenant paid a security deposit of \$1,025. Close to the end of that fixed-term tenancy, the Landlord communicated with the Tenant about their desire to sell the rental unit property. The Tenant agreed to staying in the rental unit, at an increased amount of rent at \$2,350 per month. This phase of the tenancy started on September 1, 2022 on a month-to-month basis.

The Landlord presented that the tenancy ended on November 3, 2022, with notice from the Tenant that they would move out only a couple of days in advance. The Landlord and Tenant met together on November 3 to inspect the condition of the rental unit. According to the Tenant, at this meeting the Landlord stated that everything in the rental unit was fine. One week later, the Landlord stated to the Tenant that they would not be returning the deposit because of damage to the hardwood floor and extra cleaning required for the oven.

The Landlord in the hearing described meeting with the Tenant to address the hardwood floor damage. To this, the Tenant replied that the damage was “normal wear and tear”.

The Landlord provided photos showing the damage to the floors in the living room, the master bedroom, and the second bedroom.

In the hearing, the Landlord described obtaining a quote from contractors that was \$500 - \$600 for the work involved with repairing the damaged floors, and \$120 for required materials. The Landlord did not present documentation associated with this estimate.

The Landlord presented that they also paid for cleaners to come to the rental unit. This was for the oven and kitchen cleaning, which cost at least 2 hours minimum at \$50 per hour for cleaners.

In total, the Landlord claims \$720 for repair to the damage to the floor, \$100 for cleaning in the rental unit. The Landlord also claims \$30 for the cost of registered mail associated with this hearing.

The Tenant stated they accept the cost of cleaning in the rental unit; however, the floor damage was wear and tear only, and the floor was not in good condition at the start of the tenancy, and should not be this expensive as claimed by the Landlord.

### Analysis

The *Act* s. 37 sets out that when a tenant vacates a rental unit, they must “leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear”.

In a dispute resolution proceeding, the party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in s. 7 and s. 67 of the *Act*.

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

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

In this matter, the Landlord did not provide evidence of the value of the damage to the floors. This is not a genuine estimate of loss without documentation that they ensured a contractor visited the rental unit to inspect the damage areas and provided a real estimate of loss. Similarly, there is no evidence the Landlord actually had the work on the floor completed. I dismiss the Landlord’s claim for the expenses associated with the floor damage.

I find the Tenant in the hearing acknowledged the cost of cleaning in the rental unit. The Landlord provided sufficient evidence of the need for cleaning in the rental unit. Because the Tenant agreed to this amount, I grant \$100 in compensation to the Landlord.

The Landlord chose to provide all material to the Tenant via registered mail. This was entirely the Landlord’s choice. The *Act* does not provide for this expense to be reimbursed separately; therefore, there is no compensation to the Landlord for this expense. Additionally, the Landlord did not provide evidence of the postage amounts – the images they provided show mailing labels only, and do not show the receipts from the post office.

I grant \$100 in compensation to the Landlord for cleaning in the rental unit. I find it was necessary for the Landlord to bring this Application to the Residential Tenancy Branch for resolution in the matter. The Landlord was successful in this Application; therefore, I grant reimbursement of the Application filing fee, at \$100.

The sum total of the award to the Landlord is \$200. The *Act* s.72(2) gives an arbitrator the authority to make a deduction from any deposit held by a landlord. The Landlord here established a claim of \$200. After setting off the security deposit amount of \$1,025, the remaining balance is \$825. I am authorizing the Landlord to keep the amount of \$200 and grant a separate monetary order to the Tenant for the return of the security deposit remainder to them.

### Conclusion

Pursuant to s. 67 of the *Act*, I grant the Tenant a Monetary Order in the amount of \$825 for the return of the remainder of the security deposit. I provide the Tenant with this Monetary Order, and the Tenant must serve the Landlord with **this Order** as soon as possible. Should the Landlord fail to comply with this Order, the Tenant may file this Order in the Small Claims Division of the Provincial Court where it will be 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 s. 9.1(1) of the *Act*.

Dated: August 28, 2023

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Residential Tenancy Branch