



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDL-S, FFL

Introduction

The Landlord finalized their Application for Dispute Resolution (the “Application”) on November 14, 2022 seeking compensation for damage in the rental unit, and to recover the filing fee for their Application.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on August 24, 2023. In the conference call hearing, I explained the process and provided the attending party, the Landlord, the opportunity to ask questions on the hearing procedure.

Preliminary Matter – Landlord’s service of Notice of Dispute Resolution Proceeding

To proceed with this hearing, I must be satisfied that the Landlord made reasonable attempts to serve the Tenant with the Notice of Dispute Resolution Proceeding for this hearing. This means the Landlord must provide proof that they served that document using a method allowed under s. 89 of the *Act*, and I must accept that evidence.

In the hearing the Landlord stated that they used registered mail for this purpose, serving the Notice of Dispute Resolution Proceeding to each Tenant, sent on November 25, 2022, delivered on November 28, 2022. The Landlord provided two tracking numbers in the hearing. In the hearing, the Landlord provided that the address they used was that provided to them by the Tenant, via email after the tenancy ended.

Based on the submissions of the Landlord, as well as the evidence of their registered mail, I find they served the Notice of Dispute Resolution Proceeding in a manner complying with s. 89(1)(c) of the *Act*. I deem the registered mail containing the required

information served to the Tenant on November 30, 2022, as per s. 90(a) of the *Act*. I proceeded with the hearing in the Tenant's absence.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for rent amounts owing, and/or other money owed, 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

The Landlord provided testimony on this tenancy. They provided a copy of the tenancy agreement they had in place with the Tenant, signed by the Tenant on January 16, 2014. This set out a start to the tenancy for January 15, 2014. The set rent amount was \$2,000, and the Tenant paid a security deposit amount of \$1,000.

In the hearing, the Landlord stated that the Tenant gave a one-month notice for the end of this tenancy. The Landlord provided the end-of-tenancy date as October 31, 2022.

The Landlord visited the rental unit after the Tenant had left, finding many items inside and at the front of the property. The following day, the Tenant communicated to the Landlord that they had removed the left-behind items. The Tenant stated they knew a cleaner that the Landlord also knew in the area, and the Tenant said the Landlord could arrange for cleaning.

The Landlord pointed to a broken bathroom window that the Tenant previously stated they would replace and agreed to reimburse the Landlord for this at the end of the tenancy. The Landlord provided an image of the broken window. This cost the Landlord \$212.52 as shown in the invoice they provided in their evidence.

The Landlord set out that, upon the Tenant's move out, the dishwasher that had been in place in the rental unit was "completely gone." When queried, the Tenant stated the dishwasher had stopped working, and they did not notify the Landlord because of the constant presence of contractors in the rental unit after a flood within. The Tenant stated they would replace the dishwasher; however, they only removed it, and never did replace it. The Landlord provided an invoice for a replacement dishwasher, dated

November 14, 2022, for the total cost of \$679.27. The Landlord separately paid a plumber to install this dishwasher; however, the amount was not known.

On November 4, 2022, the Landlord notified that they had to hire a cleaning service and they would be seeking this reimbursement from the Tenant. The Landlord hired a cleaner and paid a cost of \$462 for “move out cleaning service”. The invoice lists all the work completed by that firm.

The Landlord also paid for a repair service on November 18, 2022. This was for an entire day of work for miscellaneous items of repair listed on that invoice. This included repair of a “mirror access door”. This invoiced amount was \$1,097.02.

In total for this hearing, the Landlord’s claim is \$2,450.81, as reviewed with the Landlord in the hearing.

Analysis

To be successful in a claim for monetary compensation for loss the Landlord 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.

I find the Landlord has established the need for glass replacement and dishwasher replacement in the rental unit. I grant the Landlord the full amount for each these pieces, in total this is \$891.79.

The Landlord provided no evidence of the expense of installing the dishwasher; therefore, I grant no compensation to the Landlord for this.

I find the Landlord did not establish the need for extra cleaning throughout the rental unit, or the extent of repairs that was the cost of one full-day of a repairman to undertake repairs. I find there is insufficient evidence to establish that these expenses were warranted, over and above what could be considered normal wear and tear over the course of a tenancy that began quite some time prior in 2014.

I find the Landlord has established the amount of loss in the form of rent, and the cost of cleaning, owing to them. This amount is \$891.79.

I find it was necessary for the Landlord to bring this matter to the Residential Tenancy Branch in order to resolve the issue of costs for cleaning, primarily. I grant reimbursement of the Application filing fee to the Landlord in full.

The *Act* section 72(2) gives an arbitrator the authority to make a deduction from the security deposit held by the landlord. The Landlord has established a claim of \$891.79. Adding the Application filing fee brings this total to \$991.79. After setting off the security deposit of \$1,000, there is a balance owing of \$8.21. I am authorizing the Landlord to keep all of the security deposit, given the very small balance owing. This is an application of s. 72(2)(b) of the *Act*.

Conclusion

As per s. 72 of the *Act*, I grant the full security deposit amount to the Landlord, as compensation for damage to the rental unit by the Tenant.

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

Residential Tenancy Branch