



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute codes: MND< MNSD, FF

This was an application by the landlord for a Monetary Order and an Order to retain the security deposit in partial satisfaction of the monetary claim. The hearing was conducted by conference call. The landlord was represented on the application by her agent and property manager. The tenant participated in the hearing.

The tenancy began on May 1, 2008 for a fixed term of six months that expired on October 31, 2008. The rent was \$5,000.00 due in advance on the first day of each month. The tenant paid a security deposit of \$2,500.00 on May 2, 2008.

The landlord has claimed a monetary order of \$8,474.97. The claim is made up of the following items:

Missing washer and dryer removed by the tenant:	\$500.00
Cost to replace broken chair:	\$200.00
Replacement of blinds:	\$3,553.93
Replacement of hardwood floors:	\$3,103.78
Repair balcony flooring:	\$854.00
Repair broken window:	\$263.26

The tenant testified that when he moved in to the rental unit the existing washer and dryer were old, rusty and worn-out. Clothes washed and dried in the machines were stained and damaged by them. He asked the landlord to replace the machines and when she would not, he paid to have them removed and replaced with his own washer and dryer that he took with him at the end of the tenancy. I accept the tenant's evidence with respect to the washer and dryer. I deny this claim because I find that the washer and dryer removed by the tenant had no value and would have to be replaced by the landlord in any event.

The tenant has acknowledged responsibility for the broken chair; I allow this claim in the amount stated.

The tenant testified that the blinds throughout the rental unit were old and were covered with paint marks and were very dusty from recent construction work. They were covered with drywall dust and residue. The tenant took them down and disposed of them at the commencement of the tenancy. He testified that they constituted a health hazard to his children and it would have been prohibitively expensive to clean them. The landlord's agent submitted evidence that the blinds were ten years old. According to Residential Tenancy policy guideline No. 37, the useful life of blinds is ten years. I find that the landlord should have replaced the blinds with other window coverings at the commencement of the tenancy and I deny this claim.

The landlord claimed the cost to replace the hardwood floor, said to be one year old and unused before the tenancy commenced. The photographs submitted on behalf of the landlord show that there are some marks and scratches on the hardwood floor, but these do not warrant the replacement of the floor which is still perfectly serviceable. To recognize that some of these marks exceed normal wear and tear, I award the landlord the sum of \$250.00 which represents the diminution in the value of the floor.

With respect to the claim for repair to balcony flooring, I accept the tenant's evidence that he notified the landlord one month into the tenancy that the balcony deck was leaking and needed to be repaired. This problem was not caused by the tenant, but pre-existed the tenancy; I deny this claim.

The tenant has acknowledged responsibility for a broken window in the amount of \$263.26; I allow this claim.

In summary I have allowed the landlord's claims in the amount of \$713.26. The deposit with accrued interest is \$2,524.08. I award the landlord \$50.00 of the \$100.00 filing fee paid for this application and I order that the landlord retain the sum of \$763.26 from the deposit that she holds. I grant the tenant a monetary order for the balance of the

deposit and interest in the amount of \$1,760.82. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated December 22, 2008.