



Dispute Resolution Services

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

DECISION

Dispute Codes: MND and FF

Introduction

This application was brought by the landlord seeking a Monetary Order for damage to the rental unit and recovery of the filing fee for this proceeding.

As a preliminary matter, the landlord had, in error, made application to retain the security deposit which I could not address as the deposit had been dealt with in a hearing on November 5, 2009 on the tenant's application for its return. However, I accepted the landlord's explanation that she intended to apply for damage to the rental unit under section 67 of the *Act*.

Therefore, I have exercised the discretion granted by section 64(3)(c) of the *Act* to amend the landlord's application accordingly.

Issues to be Decided

This application requires a decision on whether the landlord's claims establish that there was damage to the rental unit, whether it is proven that the tenant caused such damage, and that the amounts claimed are proven and appropriate.

Background, Evidence and Analysis

This tenancy began on July 4, 2008 and ended on June 30, 2009. Rent was \$895 per month and the landlord held a security deposit of \$450.

At the hearing on November 5, 2009, the tenant was awarded return of the security deposit in double under section 38(6) of the *Act* plus interest and filing fee, less \$55 to which she had agreed for carpet cleaning. The Monetary Order issued to the tenant totalled \$898.32.

In the present hearing, the landlord claims \$200 for replacement of the bathroom floor, \$50 of which was for materials and \$150 of which was for labour for installation, charges substantiated by paid invoices. Photographs submitted by both parties clearly show discoloration and some edge curling of the floor. However, the tenant points out that the floor had either shrunk or had not been properly installed leaving a gap along the tub and parts of the wall and poorly caulked, making it vulnerable to water intrusion. The landlord noted that the tenant had two children who showered and that the damage was more that it might have been with greater care.

I find that circumstances contributed to the premature need to replace the floor which the landlord stated was three and one-half years old. Therefore, I find that the tenant is responsible for \$100 of the replacement cost.

The landlord claims \$48.10 for replacement of locks as the tenant had not returned all of the keys, a fact to which the tenant agrees and the claim is allowed in full.

Having found merit in the landlord's application, I find that she is entitled to recover the \$50 filing fee for this proceeding from the tenant.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

One half the cost of the bathroom floor	\$100.00
Replacement of locks	48.10
Recovery of filing fee	50.00
TOTAL	\$198.10

As the tenant currently holds a Monetary Order against the landlord which has not been paid, I offer the following calculation of the difference for the assistance of the parties in concluding this matter.

Tenant's Monetary Order		
	\$898.32	\$898.32
Landlord's Monetary Order		
	\$198.10	- 198.10
TOTAL amount owed to tenant by landlord		\$700.22

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for \$198.10 for service on the tenant. This order may be enforced through the Provincial Court of British Columbia as an order of that Court.

March 29, 2010