

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for a monetary order.

The hearing was conducted via teleconference and was attended by two agents representing the landlord only. The tenant did not attend.

The landlord submitted documentary evidence confirming service of the Notice of Hearing documents via registered mail on January 7, 2010. I find the tenant has been served with notice of this hearing in accordance with Section 89 of the *Residential Tenancy Act (Act)*.

The landlord's agent submitted additional documentation after the hearing, at my request, regarding expenses incurred by the landlord for repairs at the end of the tenancy.

### Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for lost income; damage to the rental unit; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 37, 38, 67, and 72 of the *Act*.

### Background and Evidence

Prior to this hearing the landlord submitted into evidence the following documents:

- A copy of a tenancy agreement signed by the parties on December 20, 2008 for a month to month tenancy for a monthly rent in the amount of \$800.00 due on the 1<sup>st</sup> of the month, with a security deposit and pet damage deposit paid;
- A copy of a Condition Inspection Report with the move in inspection completed on November 13, 2007 and the move out condition is noted but unsigned by both the landlord and tenant;
- An estimate dated December 23, 2009 provided by a local contractor to remove; bleach, clean and prepare the floor; and replacement of flooring in the amount of \$4,788.00; and
- A summary of the landlord's claim seeking \$5,000.00 for replacement of the flooring and two months lost rent less the damage and pet security deposit.

The landlord's agent clarified, in her testimony, that the tenancy actually began on November 1, 2007 as a 1 year fixed term tenancy and converted to a month to month tenancy at the end of that year but that a new tenancy agreement was signed as the tenant's roommate moved out at that time.

The landlord's agent confirmed that a security deposit of \$425.00 was paid on October 23, 2007 and a pet damage deposit of \$200.00 was paid on December 1, 2007. The agent also confirmed the tenant moved out of the rental unit on December 1, 2009 and was offered two opportunities for a move out inspection.

The agent stated the tenant did not attend the second scheduled move out inspection appointment but rather sent a friend who did participate in the inspection but refused to sign the inspection report.

The additional documents noted above were provided to the agent via email on June 1, 2010 and include an account statement in the landlord's name for a hardware store dated April 26, 2010; two invoices from a paint supplier in a painting company name dated March 27 and March 31, 2010; and a breakdown of work and summary of the costs in the form of an email from the landlord to the agent.

The email includes the following breakdown of costs:

Description	Amount
Labour – all labour costs based on 12 hour day @ \$25.00 hour for landlord's labour	\$3,000.00
• Removal of old laminate (1 day)	
• Wash subfloor /walls/cupboards/doors (1.5 days)	
• Installation of new laminate (4.5 days)	
• Installation of kitchen floor (1 day)	
• Repainting of walls, trim and cupboards (2 days)	
Landlord's flights from Ontario	\$634.00
Flooring (laminate)	\$2,225.92
Flooring (kitchen tile/grout/thresholds/cleaning products)	\$584.98
Paint	\$286.17
<b>Total Revised Claim</b>	<b>\$6731.07</b>

### Analysis

As the additional documents were not submitted into evidence until after the hearing and were not served on the tenant within 5 days of the hearing nor did the landlord or his agents amend their application to include damages to the cabinetry and kitchen floor including tiles, grout and thresholds, cleaning and paint supplies, paint and associated labour, I dismiss these claims without leave to reapply.

I will, however, use these documents to substantiate costs involved with replacement of the laminate flooring as originally applied for by the landlord. The landlord's original application included an estimate for replacement flooring in the amount of \$4,788.00 installed and lost income for two months in the amount of \$1,600.00 less the security and pet damage deposits in the amount of \$625.00.

As the landlord chose to complete the work on his own instead of having a local contractor complete it, I find the tenant should not be held responsible for his travel expenses from his home to the rental unit, in the amount of \$634.00. I dismiss this portion of the landlord's application.

I accept the cost of the laminate flooring in the amount of \$2225.92 and the landlord's accounting of his labour relating to the laminate flooring removal (1 day), preparation (0.75 days) and replacement (4.5 days) for a total of 6.25 days at 12 hours per day and \$25.00 per hour for a total monetary claim of \$1,875.00 as reasonable for the installation. In the absence of further detail the amount of 0.75 days for preparation was calculated as ½ of the time the landlord attributed to washing subfloor/walls/cupboards and all doors.

In relation to landlord's claim for lost income, as the receipts submitted by the agents indicate supplies for any repairs made were not made at least until March 27, 2010, I find the landlord has failed to mitigate any lost income, as required by Section 7 of the *Act* by making repairs as soon as possible after the end of the tenancy. I dismiss this portion of the landlord's claim.

### Conclusion

I find that the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$4,200.92** comprised of \$4,100.92 for the cost of replacement of the laminate flooring and the \$100.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit, pet damage deposit and interest held in the amount of \$635.88 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$3,565.04**. This order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 09, 2010.

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Dispute Resolution Officer