

DECISION

Dispute Codes

MND, MNDC, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$3700.00 and a request of the respondent bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution.

Background and Evidence

The applicant testified that:

- The tenant moved into the rental unit on December 15, 2008 and moved out on December 31, 2009.
- The rental unit was brand-new when the tenant moved in.
- When the tenant moved out of the landlord found the following items in need of cleaning and or repair:
 - That Fridge Door was banged up and marked.
 - The tenant failed to return the key fob and unit key.
 - the carpets were in need of cleaning.
 - The sweet needed cleaning.

- The wood floor was badly damaged and needed repair
- the walls were marked up and needed painting
- a cupboard door in the kitchen was damaged.

The applicant is therefore requesting an order as follows:

fridge door repair	\$200.00
Carpet cleaning	\$100.00
Suite cleaning	\$50.00
Repair damaged floor	\$3000.00
Paint walls	\$200.00
Kitchen cupboard door repair	\$100.00
Filing fee	\$50.00
Total	\$3750.00

The respondent testified that:

- he does not dispute the following portions of the claim:
 - door fob and unit key- \$50.00
 - carpet cleaning- \$100.00
 - suite cleaning- \$50.00
 - painting walls- \$200.00
- He believes the claim for the refrigerator door repair is unjustified as it is not even mentioned in the move-out inspection and is such a minor dent that it is normal wear and tear.
- The kitchen cupboard broke under normal use, the hinge just came loose.
- The flooring is a very soft type of flooring, that scratches extremely easily and as a result it was marked up under normal use just from things such as people wearing their shoes into the suite.
- Had the landlord informed them that the flooring was very soft they would of taken more care to ensure that the flooring was not damaged and dented.

Analysis

Obviously I will allow all the undisputed portions of the claim for a total of \$400.00

Refrigerator door repair

It is my decision that I will not allow the claim for the refrigerator door repair. There is no mention of and dent in the door on the move-out inspection report, and although the landlord stated that she did not find the dent at that time the purpose of the move-out inspection is to do a thorough report and ensure that you list all damages.

Cupboard door damage

During hearing the landlord agreed to withdraw that portion of the claim.

Damaged wood floor

It is my decision for the landlord has shown that the wood floor in the rental unit was damaged beyond a normal wear and tear; the photo evidence shows an excessive amount of scratching and denting. There is far more damaged than one would expect from everyday use even if this is a softer than normal wood floor.

I will therefore allow 80% of the amount claimed for repair to the wood floor, allowing 20% for what would be considered normal depreciation and wear and tear.

Amount allowed for flooring $\$2919.00 \times 80\% = \2335.20

I further order that the respondent bear the \$50.00 cost of the filing fee paid for the dispute resolution process.

Conclusion

I have issued an order for the respondent to pay \$2785.20 to the applicant.

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 10, 2010.

Dispute Resolution Officer