



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MND, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has made application for compensation for damages to the rental unit, to retain all or part of the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that on May 13, 2010, copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail to the address provided by the tenant at the time the move-out condition inspection was completed. A Canada Post tracking number was provided as evidence of service.

The evidence was served to the tenant via registered mail sent on September 7, 2010. A Canada Post tracking number was supplied as evidence of service.

These documents are deemed to have been served in accordance with section 89 of the *Act*; however the tenant did not appear at the hearing.

Preliminary Matter

The Application was amended to delete the second tenant's name, C. B.

The Application was also amended to delete the request for deposit retention, as the landlord has previously returned an agreement upon amount to the tenant.

Issue(s) to be Decided

Is the landlord entitled to compensation for damage to the rental unit in the sum of \$1,824.22?

Is the landlord entitled to filing fee costs?

Background and Evidence

The tenancy commenced on September 1, 2009, a deposit in the sum of \$797.50 was paid.

On February 24, 2010, the parties completed a move-out condition inspection. A copy of the inspection report was submitted as evidence. It is signed by the tenant but also indicated that the tenant was not present.

The landlord referenced a Deposit Reconciliation form that was not provided as evidence. The landlord testified that this report indicated that on February 24, 2010, the tenant had signed agreeing to deduction from the deposit for cleaning, carpet cleaning, garborator repair and minor wall repairs. The report indicated that the living room floors had "dust, dings and scratches."

Within fifteen days of February 28, 2010, the landlord returned the balance of the deposit to the tenant, in the sum of \$204.00. This included rent overpayment in the sum of \$7.50.

The landlord submitted a copy of a September 15, 2009 letter sent to the tenant in relation to the floor damage, directing the tenant to make the repairs by October 31, 2009. The tenant did purchase some hardwood flooring; photos of which the landlord supplied as evidence. The tenant attempted to repair the floors but the work was not adequate. The owner of the property attempted to sell the unit and has now rented it again and would like to have the repairs properly completed.

The landlord supplied copies of photographs taken at the end of February 2010, which show multiple marks on the floor, which the landlord stated appear to have been caused by high heel shoes. The marks are apparent throughout the living room and the entry hallway.

The landlord submitted a March 25, 2010, estimate for repair from Pacific Coast Floor Coverings, to supply install and remove and replace base and transitions in the sum of \$1,824.22.

The landlord supplied copies of emails sent between the landlord's agent and tenant dated September 15 and 16, 2009. The tenant indicated that the damaged floors would be repaired when the unit was vacated and that the damage did not exceed his deposit paid.

Analysis

Section 37 of the Act requires a tenant to leave the rental unit in a clean and undamaged state. Reasonable wear and tear is not considered as damage.

In the absence of evidence to the contrary and in the absence of the tenant at this hearing, I find that the tenant has not repaired the hardwood flooring back to its original state, that the tenant or his guests were responsible for the damage beyond reasonable wear and tear and that the landlord is entitled to the cost or replacement, as provided by the quote submitted in the sum of \$1,824.22.

The landlord returned an agreed upon amount of the deposit within fifteen days of the end of the tenancy and is no longer holding any deposit.

I find that the landlord's application has merit, and I find that the landlord is entitled to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the landlord has established a monetary claim, in the amount of \$1,874.22, which is comprised of \$1,824.22 in damage to the rental unit and \$50.00 in compensation for the filing fee paid by the landlord for this Application for Dispute Resolution.

Based on these determinations I grant the landlord a monetary Order in the sum of \$1,874.22. In the event that the tenant does not comply with this Order, it may be served on the tenant, filed with the Province of British Columbia Small Claims Court 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: September 24, 2010.

Dispute Resolution Officer