



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes:** MND, MNSD, FF

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of repair to the rental unit and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord established a claim for costs incurred to repair the rental unit? Is the landlord entitled to retain the security deposit and to recover the filing fee?

### **Background and Evidence**

The tenancy started on November 01, 2008 and ended on June 24, 2010. Prior to moving in, the tenant paid a security deposit of \$750.00 and a pet damage deposit of \$750.00. A move out inspection was conducted and the tenant agreed that there was some damage done to the rental unit. The tenant gave the landlord her forwarding address on June 24 and agreed to allow the landlord to keep the pet deposit of \$750.00.

The landlord found that \$750.00 would not cover the cost of repairing the damage in the rental unit. The landlord testified that the carpet was damaged beyond repair and filed photographs to support her claim. The tenant agreed that her pet had caused the damage in the photographs but disputed the amount that the landlord was claiming. The landlord stated that the carpet was replaced with a less expensive brand of carpet. The landlord also described damage done to the flooring in the kitchen, the baseboards and door trim. The photographs show that the tenant did attempt to paint the baseboard but the paint did not hide the damage.

The maple wood flooring in the kitchen had water damage and the landlord replaced it with laminate after incurring a cost to level the flooring.

The landlord stated that she was unable to move in while the restoration work was in progress and had to put her belongings into storage, thereby incurring storage costs.

The landlord has filed photographs and receipts to support her claim for the following:

1.	Replace flooring and baseboard	\$5,063.39
2.	Level floor	\$392.00
3.	Paint baseboards, walls and door trim	\$270.86
4.	Storage	\$1032.15
5.	Filing fee	\$100.00
	Total	<b>\$6,858.40</b>

### **Analysis**

Both parties agreed that damage was done by the tenant's pet but the tenant disputes the quantum of the landlord's claim.

Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the flooring. As per this policy, the useful life of flooring is ten years. The landlord renovated the rental unit in 2003 and therefore by the end of the tenancy, the flooring had three years of useful life left. Accordingly, I find that the landlord is entitled to \$1,500.00 which is approximately the prorated value of the remainder of the useful life of the flooring. I also find that the landlord has established a claim for leveling the floor and painting the baseboards, wall and door trim.

The landlord has filed a receipt to support her claim for storage costs. This receipt is for the cost of moving the landlord's belongings from out of Province. The landlord's belongings arrived on July 13, 2010. The tenant moved out on June 24, 2010 and therefore the landlord had approximately three weeks to complete the work. The date on the receipt for flooring work is July 03, 2010.

The landlord has not filed evidence to support her costs of storage. Therefore I find that the landlord has not established a claim for the cost of storage and accordingly her claim for \$1,032.15 is dismissed.

The landlord has established a portion of her claim and I award the landlord \$50.00 towards the filing fee

Overall the landlord has established a claim as follows:

1.	Replace flooring and baseboard	\$1,500.00
2.	Level floor	\$392.00
3.	Paint baseboards, walls and door trim	\$270.86
4.	Storage	\$0.00
5.	Filing fee	\$50.00
	Total	\$2,212.86

I order that the landlord retain the security deposit of \$750.00, pet deposit of \$750.00 and interest of \$3.75 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$709.11. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the landlord a monetary order in the amount of **\$709.11**.

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: November 23, 2010.

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Dispute Resolution Officer