



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This was an application for a monetary order and an order to retain the security deposit in partial satisfaction of the award. The hearing was conducted by conference call. The landlord and the tenant participated in the hearing.

Issues(s) to be Decided

Is the landlord entitled to a monetary award and if so in what amount?

Background and Evidence

The tenancy began July, 2008. The tenant paid a security deposit of \$890.00 and a pet deposit of \$100.00 on June 7, 2008. The tenant moved out of the rental unit on April 30, 2010. The landlord claimed a monetary order in the amount of \$1,465.00. He said the tenant damaged the carpet and a hardwood floor. The landlord testified that the carpet was new when the tenancy began. The landlord submitted photographs that he said showed a stain in the carpet that persisted after it had been cleaned. He claimed that the carpet needed to be replaced. The landlord has not replaced the carpet and his only evidence of the replacement cost was a printed transcript of a text message offering to supply and install carpet for \$965.00. The landlord submitted a second estimate for a laminate floor repair in the amount of \$165.00 and a replacement charge of \$385.00. He submitted a bill totalling \$17.95 for the cost to replace light bulbs and obtain a key.

The tenant objected to the landlord's claims. She noted that there was no walk through of the rental unit when the tenancy commenced and the landlord did not complete a condition inspection report as required.

The landlord submitted photographs that showed some marring of a laminate floor and a photograph that showed a small irregular patch where the surface of the laminate had been removed.

The landlord testified that there was new carpet in the rental unit when the tenant moved in. The landlord testified that the tenant damaged the carpet and the laminate flooring. He said the tenant's dog caused damage to a door. There was a crack down the door. The tenant attempted to patch or repair the door.

Analysis and conclusion

The landlord's evidence of his repairs costs was weak. The evidence did not satisfy me on a balance of probabilities that the tenant damaged the carpet, nor did it satisfy me that the carpet needed to be replaced. I deny this claim. I accept that the tenant likely caused the damage to the laminate floor, based on the landlord's testimony that it was new at the outset of the tenancy. I allow the claim, but only for the repair cost quoted of \$165.00. The landlord did not submit an estimate or a bill for the damage to the door. In the absence of a bill or estimate I fix the award for the damaged door in the amount of \$100.00. The landlord is entitled to recover the sum of \$17.95 paid for light bulbs and a key replacement for a total award of \$282.95. The landlord is entitled to recover the \$50.00 filing fee paid for his application and I grant him a monetary order in the amount of \$332.95. He may retain the sad sum from the deposits and interest in the amount of \$998.44 that he holds.

Residential Tenancy Policy Guideline 17 provides policy guidance with respect to security deposits and setoffs; it contains the following provision:

RETURN OR RETENTION OF SECURITY DEPOSIT THROUGH ARBITRATION

1. The arbitrator will order the return of a security deposit, or any balance remaining on the deposit, less any deductions permitted under the Act, on:
- a landlord's application to retain all or part of the security deposit, or
 - a tenant's application for the return of the deposit unless the tenant's right to the return of the deposit has been extinguished under the Act. The arbitrator will order the return of the deposit or balance of the deposit, as applicable, whether or not the tenant has applied for arbitration for its return.

In this application the landlord requested the retention of the security deposit in partial satisfaction of his monetary claim. After deducting the award in favour of the landlord there is a balance due to the tenant and it is appropriate that I order the return of the remainder tenant's security deposit with interest; I so order and I grant the tenant a monetary order in the amount of \$665.49. This order may be registered in the Small Claims Court and enforced as an order of that court.

Dated: November 12, 2010.
