



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for compensation to repair damages to the rental unit and for carpet cleaning and general cleaning expenses. The Landlord also applied to keep the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord's agent said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on December 8, 2010 to a forwarding address provided by him on the move out condition inspection report. According to the Canada Post online tracking system, the Tenant received the Landlord's hearing package on December 10, 2010. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

1. Is the Landlord entitled to compensation for damages to the rental unit and if so, how much?
2. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on September 30, 2009 and ended on November 30, 2010. The Landlord's agent said the Tenant entered into the tenancy agreement on behalf of his two adult children who resided there. Rent was \$4,100.00 at the beginning of the tenancy and increased to \$4,231.00 on October 1, 2010. The Tenant paid a security deposit of \$2,050.00 at the beginning of the tenancy.

The Landlord's agent said a move in condition inspection report was completed with the Tenant on September 30, 2009 and a move out condition inspection report was completed with the Tenant on November 23, 2010. The Tenant agreed on both occasions that the condition inspection report(s) fairly represented the condition of the rental unit on those days.

The Landlord's agent said Tenant agreed that he was responsible for damages to a hardwood floor but did not agree with the amount sought by the Landlord to repair (or replace) it. The Landlord's agent said there was a section of the living room floor that was damaged and because it was an engineered floor, the whole hardwood floor area (including the dining room and hallway) had to be replaced. The Landlord's agent provided a quote in the amount of \$7,242.09 representing the cost to replace the floor. The Landlord's agent said she believed the flooring was approximately 8 – 10 years old at the end of the tenancy. The Landlord's agent said the Tenant also damaged a door that had to be replaced and there were holes in the walls that had to be repaired and repainted at a cost of \$218.08.

The Landlord's agent said she also incurred carpet cleaning expenses of \$504.00 which included not only the carpeted areas of the rental unit but also a section of a hallway outside of the rental unit where the Tenant (or his children) had spilled paint. The Landlord's agent further claimed that the rental unit was not reasonably clean at the end of the tenancy and she incurred expenses of \$313.60 to have it professionally cleaned.

In support of the Landlord's monetary claim, the Landlord's agent provided copies of the move in and the move out condition inspection reports, photographs of the floor damage and an estimate for the cost to replace the hardwood floor.

Analysis

Section 37 of the Act says that at the end of a tenancy, a Tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. RTB Policy Guideline #1 defines "reasonable wear and tear" as natural deterioration that occurs due to aging and other natural forces, where the Tenant has used the premises in a reasonable fashion."

It appears on the Landlord's condition inspection report that the Tenant *did not agree* that the report fairly represented the condition of the rental unit at the beginning of the tenancy. Based on the evidence of the Landlord's agent, however, I find that this was likely an inadvertent error in that the Tenant signed his name on the wrong line.

In the absence of any evidence from the Tenant to the contrary, I find that the Tenant is responsible for the damage to the hardwood floors, and that this damage is the result of neglect rather than from reasonable wear and tear. I also find based on the oral evidence of the Landlord's agent that the hardwood floor cannot be repaired and will have to be replaced. However, RTB Policy Guideline #37 at p. 2 of Table 1 says that the useful lifetime of a hardwood floor is 20 years. Consequently, I find that the Landlord is not entitled to be compensated for the cost of a new floor when the damaged floor has already lost much of its value due to its age. I find on a balance of probabilities that the floor was approximately 10 years old at the end of the tenancy and

as a result, I find that the Landlord is entitled to be compensated for the depreciated value of the floor which represents 50% of the amount claimed or \$3,621.04.

I find however, that there is no indication on the move out inspection report of damages to walls and a door as alleged by the Landlord's agent and she provided no other evidence (such as an invoice for those repairs) of those alleged damages. Consequently, I find that there is insufficient evidence to support the Landlord's claim for general repair expenses of \$218.08 and it is dismissed without leave to reapply.

I also find that the move out condition inspection report indicates that the carpet in the rental unit required cleaning. The Landlord claimed that her carpet cleaning expenses for the area in the rental unit would have been approximately \$200.00 but that she incurred additional expenses to remove paint from the carpeted hall area outside of the rental unit. However, the Landlord's evidence package did not include an invoice for carpet cleaning and in the absence of any evidence to support her claim for carpet cleaning expenses, they are dismissed without leave to reapply.

Similarly, the move out condition inspection report provides no details regarding the state of cleanliness of the rental unit and the Landlord's agent provided no other evidence (such as an invoice for cleaning expenses) to support her claim for general cleaning expenses of \$313.60. Consequently, I find that there is insufficient evidence to support this part of the Landlord's claim and it is dismissed without leave to reapply.

As the Landlord has been only partly successful in this matter, I find that she is entitled to recover one-half of the filing fee she paid for this proceeding or \$50.00. Consequently, I find that the Landlord has made out a total monetary claim for \$3,671.04. I order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit of \$2,050.00 in partial payment of the monetary claim. The Landlord will receive a Monetary Order for the balance owing of \$1,621.04.

Conclusion

A Monetary Order in the amount of **\$1,621.04** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: April 13, 2011.

Residential Tenancy Branch