



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for damage and compensation - Section 67;
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy began on January 16, 2009 and ended on September 30, 2010. At the outset of the tenancy, the Landlord collected a security deposit from the Tenants in the amount of \$850.00.

New tenants moved into the unit immediately following the Tenants move-out on September 30, 2010 and a day later, the Agent states that a move-in inspection for the new tenants was carried out and faint scratches were noted on the hardwood floors. A week later, a second inspection was made and the Agent states that the scratches were deeper. Pictures of these scratches were taken at approximately the same time of the second inspection. The Landlord states that an expert was brought in to examine the scratches who advised that the scratches could only have been made by a heavy pets

or active children. The Landlord stated that the new tenants have 2 teenaged children and no pets. The Landlord's agent (the "Agent") states that a month prior to the Tenants' move-out, a large dog was in the unit contrary to the lease agreement and that the Tenants informed her that the dog was only there that day and overnight. The Agent confirms that the dog was not present the following day.

The Tenant states that the day the dog was seen by the Agent at the unit was on June 2, 2009 when the Agent was at the unit to discuss a returned rent cheque. The Agent confirmed seeing the dog on the same day as her attendance to discuss the returned rent cheque but disputes that this occurred on June 2, 2009. The Tenant states that this date is correct as it was the only time a rent cheque was returned over the course of the tenancy. The Tenant further states that the dog was a small 20 pound French bulldog that was only there for the one day. The Tenant states that between the date of the move-out and the return of the security amount, a period of approximately 6 weeks, several discussions were held with the Agent concerning damages and no mention was ever made of damages to the hardwood floors. The Tenant states and the Agent did not dispute that by mid November 2010, the Tenants were returned the amount of \$321.60 following deductions for unspecified damages. The Tenant states and the Agent does not dispute that between June 2009 and October 2009, the Agent did five or six inspections of the unit and never identified any scratches on the floors.

### Analysis

In a claim for damage or loss under the Act, the party claiming costs for the damage or loss must prove, on a balance of probabilities, that the damage or loss claimed was caused by the actions or neglect of the responding party. Given the time of the detection of the scratches, the existence of new tenants prior to finding the scratches, and the lack of reference to the scratches during damage discussions with the Tenants, I cannot find that the Landlord has proven, on a balance of probabilities that the scratches were caused by the actions of the Tenants. Accordingly, I cannot find that the

Landlord is entitled to compensation from the Tenants for the damages to the hardwood flooring and I dismiss the Landlord's application without leave to reapply.

Conclusion

The Landlord's application is dismissed without leave to reapply.

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 06, 2011.

---

Residential Tenancy Branch