



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNR, MNSD, FF.*

Introduction.

This hearing dealt with an application by the landlord, pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent, the cost of repairs, the filing fee and to retain the security deposit in satisfaction of his claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing, the landlord informed me that he had received rent for January and accordingly his claim for unpaid rent was withdrawn.

Issues to be decided

Is the landlord entitled to a monetary order to recover the cost of repairs and the filing fee? Is the landlord entitled to retain all or a portion of the security deposit?

Background and Evidence

The tenancy started on April 01, 2007 and ended on January 31, 2011. The rent at the end of the tenancy was \$1,865.00 due on the first day of each month. Prior to moving in the tenant paid a security deposit of \$850.00.

The landlord stated that the tenant had disposed of the blinds without informing him. The tenant stated that her rental unit had been infested with bedbugs several times during the tenancy and in November 2010, she threw away the blinds because they were contaminated with bed bugs. She agreed that she did so without informing the landlord. The landlord is claiming \$350.00 to replace the blinds.

The landlord stated that in February 2007, the hardwood floors in the rental unit were finished with two coats and this usually lasts for approximately five years. This tenancy started shortly after and at the end of the tenancy, the floor had been stripped of the finish. The landlord stated that this is consistent with lack of care and walking on the flooring with shoes on.

The landlord filed photographs which show that the floors need finishing. The landlord stated that he has not made a claim to repair the scratches in the wood but is simply claiming the cost of restoring the finish.

The tenant stated that except for minor wear and tear, the floors are in the same condition they were in when she rented the unit. She filed photographs showing the condition of the floors taken before and after the tenancy. The pictures are in black and white and hard to determine the condition of the finish of the flooring.

The landlord has claimed \$20.00 for cleaning. The tenant agreed that she tried her best to clean the sliding door tracks but it was not a perfect job.

The tenant stated that move in and move out condition inspections were not conducted and therefore the landlord has extinguished his right to make a claim against the security deposit.

The landlord is claiming the following:

1.	Replace blinds	\$350.00
2.	Finish hardwood floors	\$1,200.00
3.	Cleaning	\$20.00
4.	Filing fee	\$50.00
	Total	\$1,620.00

Analysis

Based on the sworn verbal testimony and documentary evidence filed by both parties, I find that the tenant disposed of the blinds without the landlord's permission and is responsible for the cost of replacing them. Therefore the landlord is entitled to \$350.00.

The landlord filed a purchase order as evidence that the hardwood floors in the rental unit were finished just prior to the start of the tenancy. The photographs taken after the tenancy ended and filed by the landlord into evidence; indicate that the finishing coats need to be reapplied.

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 finishing coats, applied to the flooring. The landlord stated that the finishing coats lasts for at least five years and has filed a photograph of a floor of a different rental unit with a coat that is five years old and looks in perfect condition. At the time the tenant moved out, the finishing coat had approximately 13 months of useful life left.

Based on the estimate of the cost of refinishing the floor, I award the landlord \$260.00 which is the approximate prorated value of the balance of the useful life of the finishing coat.

Based on the sworn testimony of the tenant, I find that the landlord is entitled to \$20.00 for cleaning.

Since the landlord has proven a portion of his claim, I find that he is entitled to the recovery of his filing fee.

Overall the landlord has established the following claim:

1.	Replace blinds	\$350.00
2.	Repair hardwood floors	\$260.00
3.	Cleaning	\$20.00
4.	Filing fee	\$50.00
	Total	\$680.00

Overall the landlord has established a claim for \$680.00. The landlord has in his possession the security deposit (\$850.00) plus accrued interest (\$23.60) for a total of \$873.60. I will use the offsetting provisions of section 72 of the *Act* to allow the landlord to retain \$680.00 from this amount. I order the landlord to return the balance of \$193.60 to the tenant within 15 days of receipt of this decision.

Conclusion

The landlord must return **\$193.60** to the tenant within 15 days of receipt of this decision.

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 01, 2011.

Residential Tenancy Branch