

Decision

Dispute Codes: MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord for a monetary order as compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the original term of tenancy was from September 1, 2007 to February 29, 2008. Thereafter, tenancy continued on a month-to-month basis. A security deposit of \$700.00 was collected on August 23, 2007. A move-in condition inspection and report were completed on September 21 & 24, 2007.

Tenancy ended on or about May 15, 2011, at which time monthly rent is understood to have been \$1,480.00. A move-out condition inspection and report were completed on May 17, 2011.

The tenant does not dispute the landlord's application to recover \$522.63 with respect to replacement of bathroom linoleum. The issue in dispute concerns the estimated cost of refinishing hardwood floor in the amount of \$840.00. The tenant takes the position that marks on the floor are the result of normal wear and tear, whereas the landlord's position is that they are in excess of that. Specifically, marks in a localized area are the result of rolling casters affixed to a chair used with a desk. The hardwood floor was last refinished in April 2005. Following the end of tenancy, while the landlord has obtained an estimate for the cost of refinishing, no refinishing has yet been undertaken.

Analysis

Residential Tenancy Policy Guideline #37 speaks to the "Useful Life of Work Done or Thing Purchased," and provides that the useful life of the finish on hardwood floors is 20 years. Between the time when the floors were last refinished (April 2005) and the time when tenancy ended (May 2011) the hardwood floors have sustained approximately 6

years of wear and tear. Accordingly, the remaining useful life of the finish is approximately 14 years (20 – 6).

A calculation of the pro-rated estimated cost of refinishing (\$840.00) over the remaining useful life of the finish (14 years) yields a cost of \$588.00:

$\$840.00$ (estimated refinishing cost) \div 20 (years of useful life) = \$42.00 per year

$\$42.00$ (per year refinishing cost) \times 14 (remaining years of useful life)

Having considered the testimony of the parties and the documentary evidence which includes photographs, I find that the marks on the hardwood floor are in excess of normal wear and tear. However, in consideration also of the fact that no refinishing has been done since tenancy ended and, therefore, no cost has been incurred by the landlord, I find that the landlord has established entitlement limited to \$294.00 which is half the amount of the estimated cost calculated above ($\$588.00 \div 2$).

As the landlord has achieved some success with this application, I find that the landlord has also established entitlement to the \$50.00 filing fee.

The total entitlement established by the landlord is therefore \$866.63 ($\$522.63 + \$294.00 + \50.00).

Following from the above, I order that the landlord retain the security deposit of \$700.00 plus interest of \$14.32 (total: \$714.32), and I hereby issue a monetary order in favour of the landlord for the balance owed of \$152.31 ($\$866.63 - \714.32).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of \$152.31. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court 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*.

DATE: August 30, 2011

Residential Tenancy Branch