



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNSD

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$7,494.00, and a request for recovery of the filing fee of \$100.00. The applicant's are also requesting an order to keep the full security deposit towards this claim.

Background and Evidence

The respondent stated he does not dispute the following portions of the claim:

Cleaning	\$126.00
Light bulbs	\$5.00
Service appliances	\$187.00
Minor repairs	\$144.26
Total	\$462.26

Therefore the only portion of the claim that is in dispute is the claim for \$7,031.81 for repair to the flooring in the rental unit.

The applicants testified that:

- The tenant has caused significant damage to the flooring throughout the rental unit.
- The flooring is not simply scratched and easily repaired; there are deep gouges throughout the rental unit and not just in a few boards.
- This is excessive damage that exceeds normal wear and tear.
- The flooring throughout the rental unit needs to be replaced and the quote to replace the flooring with an equivalent quality product is \$7,031.81.
- The quote to replace the flooring includes removing the existing flooring, the cost of the replacement flooring, and labour to install the replacement flooring.
- They have provided photo evidence that clearly shows that this is far more than surface scratches, the photos show that this flooring has been deeply gouged.

The respondent testified that:

- He believes that this damage to the flooring is normal wear and tear caused by normal use.
- The flooring in this rental unit is a very poor quality laminate type flooring with a very soft upper layer that dents and scratches extremely easily.
- This is also a very dark shiny flooring and therefore scratches show up very easily even if they are very minor.
- He does not believe he should be held liable for damage that resulted from the landlords installing a very low-quality flooring that scratched easily under normal use.
- He also believes that the landlord should have obtained some extra flooring when the flooring was installed so that some pieces would be available to replace any flooring that got damaged.
- He believes that only six pieces of flooring likely need to be replaced.

- He has provided facts about engineered laminate flooring, a letter from the previous tenant of the rental unit, and a letter from a flooring specialist, that all support his claim that this was poor quality flooring that dented and scratched easily.

Analysis

It is my finding that the landlord has shown that the tenant has caused extensive damage to the flooring in this rental unit; damage that exceeds normal wear and tear.

The photo evidence and direct witness testimony provided by the landlords, convinces me that this floor is not merely scratched from normal wear and tear, the flooring is deeply gouged and in need of replacement.

I do not accept the tenant's argument that because it is a, fairly, soft flooring he should not be held liable for the damage.

Had there only been one or two small scratches in this flooring then perhaps the tenants argument would be reasonable, however this flooring has been scratched extensively throughout the rental unit and it's obvious that the tenant has taken little if any care to ensure that the flooring did not get scratched or damaged.

It's common practice to use protective padding under furniture that is placed on wood flooring however it's obvious that no such protection was even attempted on this flooring.

Therefore it is my decision that I will allow the majority of the landlords claim for replacing the damaged flooring.

Wood flooring has an average life expectancy of 10 years, and since this flooring was two years old at the end of the tenancy, I will allow 80% of the replacement cost which comes to \$5,625.45.

I also allow the undisputed portion of the claim, and recovery of the \$100.00 filing fee.

Conclusion

The applicants have established a total claim of \$6,187.71 and I therefore order that the landlords may retain the full security deposit of \$550.00, and I have issued a monetary order in the amount of \$5,637.71.

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: November 01, 2011.

Residential Tenancy Branch