



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD, MND

Introduction

This hearing dealt with cross applications. The tenant's are seeking the return of their security and pet deposit. The landlord is seeking to withhold some of the deposits to cover damages caused by the tenant's. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to retain the security deposit?

Is the tenant entitled to the return of the security and pet deposit?

Background and Evidence

Both parties agree to the following;

The tenancy began on or about August 1, 2011 and ended on March 31, 2012. Rent in the amount of \$1200.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$600.00 and a pet deposit of \$600.00. The landlord had recently installed a cork floor and had asked the tenants to put something under the bottom of furniture as not to dent or mark the floor. The tenants complied with the landlords request and placed "red rubber cups" under the legs of a table. The tenants were conducting cleaning several weeks later and notice the red colour from the rubber cup had "bled" into the floor. They immediately contacted the landlord of this situation.

Analysis

As I've written under the background and analysis, both parties agree on substantially everything except for who is responsible for the costs of repairing the floor. The tenants are of the view that they were unfamiliar with this type of floor and didn't realize it would "absorb" colour from the furniture cups. The tenants submitted that they had complied with the landlords request and purchased the furniture cups at a local hardware store as asked. Upon discovering that the colour had "bled" the tenant's notified the landlord immediately and attempted to mitigate the damage. The tenants also feel that they should not be held responsible as the landlord did not specify to them to purchase any particular furniture pad to avoid this.

A condition inspection report was done upon move in and move out however at the move out the parties could not agree to the condition of the floor. The landlord is of the view that the floor was unmarked when the tenants moved in and that regardless that it was not done intentionally, the tenants should be responsible for the damage.

The landlord submitted an invoice for the replacement of the affected boards in the floor. The "estimated" costs to replace the floor are \$657.63.

The landlord has not suffered any actual loss in this matter. Although she has submitted "estimates" she is not out of pocket as of today's hearing. The Act clearly outlines that if a party attempts to make a claim for loss they must show the actual "financial loss incurred". The tenants have moved out over three months ago and as of today's hearing the landlord has yet to conduct any repairs. The landlord has not been able to support their claim.

Based on all the evidence before me I find the landlord is not entitled to retain any of the security deposit or pet deposit.

I dismiss the landlord's application in its entirety without leave to reapply.

I find that the tenants are entitled to the return of the security deposit and the return of the pet deposit.

The tenants are also entitled to the recovery of the \$50.00 filing fee. I grant the tenants an order under section 67 for the balance due of \$1250.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant's are granted a monetary order for \$1250.00.

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 07, 2012.

Residential Tenancy Branch