

DECISION

Dispute Codes MND, FF

Introduction

This is an application filed by the Landlords for a monetary order for damage to the unit, site or property and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Tenants have not submitted any documentary evidence. As both parties have attended the hearing and have confirmed receipt of the notice of hearing and the submitted evidence, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Background, Evidence and Analysis

The Landlord seeks a monetary order for \$800.80 for the repair to the wood floors of the rental unit. This consists of the \$715.00 (labour and materials) + \$85.80 (12% HST) quote by Silverleaf Refinishing the specied damaged area. The Landlord relies on the submitted quote, photographs and the condition inspection reports for the move-in and the move-out which were completed. The Tenant disputes the claim, but has confirmed that there was damage on the floors. Both parties have made reference to the condition inspection reports which states that there were "dog scratches" throughout the floor area. The Landlord states that the quote is only for the affected area where the Tenant had an area rug placed with double sided tape. The Tenant has disputed that only 1 quote was provided and questions its authenticity, but has not provided any supporting evidence in the allegation.

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,

3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I find that the Landlord has established a claim for damages based upon the evidence provided by both parties. Both parties have acknowledged that damage occurred in the living/dining room wood floor area caused by double sided tape to hold down an area rug placed by the Tenants. The Landlord has provided a quote for the re-finishing of the affected area. The condition inspection report for the move-out clearly states in section "Z", "End of Tenancy" that, "Three strips of flooring missing i n Dining/Living Room. Landlord to obtain quote from Silverleaf Refinishing to be presented to Tenants." Section 1 and 2 indicate that the Tenants agreed to the details of the inspection and signed the document agreeing. The Landlord is also entitled to recovery of the \$50.00 filing fee. Based upon the above, I find that the Landlord is entitled to a monetary order under section 67 for the balance due of \$850.80. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$850.80.

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 30, 2012.

Residential Tenancy Branch