



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both landlords and the female tenant participated in the conference call hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on April 1, 2012. At the outset of the tenancy, the landlord collected a security deposit from the tenants in the amount of \$550. On April 1, 2012 the landlord and the tenant carried out a move-in inspection and completed a condition inspection report. The landlord also gave the tenants photographs of the damage done to the hardwood floors by the previous tenants. The tenancy ended on April 30, 2013. On May 5, 2013 the landlord and the tenant carried out a move-out inspection and completed a condition inspection report. The landlord and the tenant signed agreeing that there were two new scratches in the hardwood floor in the master bedroom, and the carpets required steam cleaning.

The landlord stated that there was a third large scratch in the front room that the male tenant caused and reported to the landlord during the tenancy. The landlord paid \$50 for a quote to repair the hardwood floors, and has claimed \$83.99 for steam cleaning the carpets; \$341.25 for an estimated cost for repairs to the three scratches on the

hardwood floors; and \$50 for the cost to supply the material. The landlord submitted several undated photographs of the scratched hardwood floors.

In the hearing, the tenant acknowledged that they did not steam clean the carpets, but she disputed the costs for the hardwood floors. She stated that the two scratches noted on the move-out inspection report were the result of normal wear and tear on “aging” flooring, and the tenants were careful to use felt under all of their furniture during the tenancy. The female tenant was not aware of the scratch in the front room.

Analysis

Upon consideration of the evidence, I find as follows. The landlord is entitled to \$83.99 for steam cleaning, as it was the responsibility of the tenants to carry out carpet cleaning at the end of the tenancy. I find that the landlord has not provided sufficient evidence to support the portions of their claim regarding the hardwood floors. The scratches in the master bedroom were likely normal wear and tear, as hardwood floors typically do get scratched. The scratch on the hardwood floor in the front room appears to be more than normal wear and tear, but the landlord’s photographs are undated, and I find it unlikely that such a significant scratch would not have been noticed in the move-out inspection. I therefore dismiss those portions of the landlord’s claim.

As the landlord’s claim was only partially successful, I find they are not entitled to recovery of the filing fee for the cost of their application.

Conclusion

The landlord is entitled to \$83.99. I grant the tenants an order under section 67 for the balance of the security deposit, in the amount of \$466.01. This order may be 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*.

Dated: July 23, 2013

Residential Tenancy Branch