



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MND, MNSD, FF

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / retention of all or part of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on July 1, 2012. Monthly rent of \$650.00 is due and payable in advance on the first day of each month, and a security deposit of \$325.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

By letter dated March 27, 2013, the tenant gave notice to end tenancy effective April 30, 2013. A move-out condition inspection report was completed on April 30, 2013 in the absence of the tenant. When the tenant was presented with a copy of the report, he declined to sign as he disagreed with the landlord's view that the cost of a certain floor repair ought to be deducted from his security deposit.

The subject damage (a gouge) was discovered by "ZT," the building caretaker / security staff on September 25, 2012. "ZT" attended the hearing and gave testimony. "ZT" testified that the gouge was located on the floor right outside the door of the subject unit, and that it appeared to be associated with drag marks also left on the floor.

The gouge was subsequently repaired in mid-October 2012 at a cost of \$168.00. Thereafter, by letter dated November 14, 2012, the tenant was formally notified of the

damage, notified that the repair had been completed, and notified that the repair cost had been levied against his account. When the tenant objected, the landlord suggested that he raise his objection in correspondence with Strata. However, he did not do so. Thereafter, the landlord raised the matter with Strata and it was concluded that a cost sharing of the expense should be proposed to the tenant. The tenant was not agreeable to this proposal, and the matter appears to have been set aside until it was raised again at the end of tenancy.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

The various aspects of the landlord's claim and my findings around each are set out below.

#### **\$110.00: *carpet cleaning.***

As the tenant testified that he does not object to this aspect of the landlord's application, I find that the landlord has established entitlement to the full amount claimed.

#### **\$168.00: *repair to damaged floor.***

The tenant testified that he has no knowledge of how the gouge occurred. He also takes the view that the landlord cannot prove that it was created by him or anyone known to him who may have attended his unit. Further, the tenant considers that the photograph submitted in evidence does not clearly convey the location of the gouge. Additionally, the tenant expressed concern that the damage was not formally brought to his attention prior to repairs being undertaken, and responsibility for payment of repair costs assigned to him.

I am satisfied that the gouge was located right outside the entrance to the subject unit, and that it was located closer to the tenant's entrance than to the entrance to any other unit. I find on a balance of probabilities that the damage arose in association with something being moved, possibly pulled or dragged along the floor, either into or out of the tenant's unit, by the tenant or someone known to him. While I find, therefore, that the tenant bears some responsibility for the cost of repairs, I find that this is limited to **\$42.00**, or 25% of the total amount claimed. I make this finding in the absence of any formal notice to the tenant of the damage, and the resulting absence of an opportunity to respond, prior to the time when repairs were undertaken and responsibility for the

entire cost assigned to him. I also make this finding in view of the fact that the landlord neglected to take conclusive action in a timely manner, choosing instead to wait until the tenancy ended some months later.

\$50.00: *filing fee*.

As the landlord has achieved partial success with this application, I find that the landlord has established entitlement to recovery of half the filing fee in the amount of **\$25.00**.

**Entitlement: \$177.00** (\$110.00 + \$42.00 + \$25.00)

I order that the landlord retain **\$177.00** from the tenant's security deposit of **\$325.00**, and I order that the landlord repay the balance to the tenant in the amount of **\$148.00** (\$325.00 - \$177.00).

#### Conclusion

The landlord is ordered to **retain \$177.00** from the security deposit and **repay the balance of \$148.00** to the tenant.

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: August 14, 2013

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Residential Tenancy Branch

