



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0875705 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord seeking an order to retain the security and pet deposits. The tenant has filed an application as well seeking the return of double the security and pet deposits. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issue to be Decided

Is the either party entitled to a monetary order as claimed?

### Background

The tenancy began on January 1, 2011 and ended on June 30, 2013. The tenants were obligated to pay \$830.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$400.00 security deposit and a \$400.00 pet deposit. A condition inspection report was not done at move in but one was done at move out.

The landlord gave the following testimony:

The landlord stated that the laminate floors were newly installed just before this tenancy began. The landlord stated that the laminate floor was damaged due to the tenants neglect. The landlord stated that the floors were scratched and had some water damage

throughout the unit. The landlord stated that he has received an estimate that it would cost \$2835.00 to replace the floors. The landlord is seeking to retain the security and pet deposit.

The tenant gave the following testimony:

The tenant stated that the floors were new when he moved in but were of a poor quality and poorly installed. The tenant stated that the water damage was very minor and only in the entrance of the two doorways. The tenant is seeking the return of double his deposits.

### Analysis

The landlord submitted documentation, photos and a CD for consideration in this hearing. The tenant stated that he had "lots of evidence" but was told by an individual at the Branch "not to bother" with submitting any for the hearing.

In the tenant's own testimony he acknowledges that the flooring was new when he moved in and did cause the damage as claimed. Although the landlord did not conduct a move in condition inspection report at move in he was able to provide evidence to support his claim that the floor was new at move in. The landlord re-rented the unit for July 1, 2013. The "estimate" provided by the landlord to replace the floor is \$2835.00. The tenant adamantly disputes this claim. The tenant felt that the landlord is seeking to replace the entire floor at his expense when it is not necessary. I agree with the tenant. As of today's hearing the landlord has not conducted any repairs or replacement of the floor. The landlord has not provided any "actual out of pocket costs" at the time of this hearing. The floors have not prohibited the landlord from re-renting the unit or incurring any loss because of their condition. The landlord has not provided sufficient evidence that the floors are damaged beyond usefulness. Based on the acknowledgement of the tenant that the floors were new at move in and his acceptance of responsibility I find that a nominal award for the landlord is appropriate in this matter. I find that the landlord

is entitled to \$400.00. The tenant provided their forwarding address on the day the tenancy ended. Although the landlord did not conduct a move in condition inspection report the landlord has proven that his application had merit. Based on that finding the tenants' application seeking the return of double the security and pet deposits is dismissed in its entirety.

The landlord has established a claim for \$400.00 plus the \$50.00 filing fee. I order that the landlord retain \$450.00 from the deposits and return the balance of \$350.00 to the tenant.

#### Conclusion

The landlord is entitled to retain \$450.00 from the deposits and return the balance of \$350.00 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: September 17, 2013

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Residential Tenancy Branch

