



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an application made by the landlords for a Monetary Order relating to: damage to the unit, site or property; for money owed or compensation for damage or loss under the Residential Tenancy Act (referred to as the Act), regulation or tenancy agreement; to keep all or part of the pet damage or security deposit; and to recover the filing fee from the tenants for the cost of the application.

The landlords made the application and served the tenants with a copy of the application, the Notice of Hearing documents, a copy of the amended application and the documentary evidence used for this hearing by registered mail. The Canada Post tracking receipts and numbers were provided as documentary evidence and shows that the tenants signed for the receipt of these documents. Based on this, I find the tenants were served the hearing and evidence documents as required by the Act.

Two agents, identified in this decision as AC and CB, appeared for the hearing, and provided affirmed testimony and documentary evidence in advance of the hearing, all of which was considered in this decision. There was no appearance for the tenants or any submission of documentary evidence prior to the hearing, despite being served notice of the hearing in accordance with the Act.

Issue(s) to be Decided

- Are the landlords entitled to damages to the rental suite caused by tenants?
- Are the landlords entitled to keep the security and pet damage deposit in partial satisfaction of the landlords' claim?

Background and Evidence

AC testified that the tenancy started on April 13, 2012 for a fixed term of one year after which it continued on a month to month basis. A written tenancy agreement, provided as evidence, was completed and the tenants paid \$775.00 as a security deposit on March 26, 2012 and \$775.00 as a pet damage deposit on April 15, 2012 which the landlords still retain. Rent was payable by the tenants to the landlords in the amount of \$1,550.00 on the first day of each month.

AC testified that on April 13, 2012 a move-in condition inspection report was completed with the tenants for the rental of the brand new suite. AC testified that the suite had not been occupied by anyone including the landlords or previous renters. The move-in condition inspection report was provided as evidence and shows no damage to the rental suite and on the first page a note is made at the bottom stating that the suite was brand new. AC also testified that the rental suite contained approximately 500 square feet of hard wood flooring throughout apart from the master bedroom which was carpeted.

CB testified that on July 29, 2013 a move-out condition inspection report was completed by her with the tenants during which time CB pointed out damages to the rental suite including cleaning, repairs and damage to the floor. CB testified that the tenants agreed to a portion of their deposits being deducted for the cost of these repairs; however, no amount was stipulated as this was unknown at the time. Once the landlords obtained the amounts, these were passed to the tenants who failed to respond. As a result, the landlords make the following monetary claims from the tenants with the following supporting evidence:

- \$102.38 for cleaning costs. The landlords provided an invoice for three hours of cleaning based on the fact that the tenants had not left the rental suite clean. CB testified that the baseboards need to be cleaned, walls needed to be washed down and the bathroom cabinets were left dirty. This is consistent with the condition of the walls and baseboards which is documented on the condition inspection report provided as evidence.
- \$120.00 for repairs to the rental suite. The landlord provided an invoice for a handyman to patch up and fill holes in the wall caused by the tenants and paint over them. The invoice contains a detailed account of the work that was undertaken to make the repairs.
- Replacement of the wood flooring throughout the rental suite at a cost of \$3,920.10. AC testified that during the move out inspection, it was noted on the condition inspection report that the tenants' dog had caused scratches to all of

the wood flooring in the rental suite. This was documented in the report as well as a general comment at the end of the report which states that the flooring is badly scratched from pet damage and that the tenants will be held responsible for its repair or replacement. The landlords provided ten photographs showing the extensive scratches and grooves to the flooring and AC testified that approximately 425 square feet had been damaged by the tenants. AC testified that they contacted the company who had installed the original flooring who attended the unit to inspect it. The company provided a letter, submitted as evidence, which states that it is possible to stain the flooring but some of the scratches are too deep to remove through staining or sanding. As a result the company provided a quote for the cost of replacing the flooring as the type installed in the unit was no longer available. AC testified that they contacted two further flooring companies who attended the unit and made the same assessment. The landlords provided evidence of this in the form of quotes for replacement; however, these two quotes from these companies were higher than the first original quote.

- \$171.61 for staining and materials of the flooring. AC testified that in an effort to mitigate the landlords losses, the landlords bought some staining material and tried to stain the floor. However, the deeper grooves still were evident in the flooring which had now been ruined.
- \$55.34 in administration costs relating to mailing costs for this hearing.

Analysis

The tenant failed to appear for the hearing and did not provide any evidence in advance of this hearing. As a result, I have completed the following analysis of the landlords' claim in the absence of any evidence from the tenants to dispute the evidence and base my reasons on the landlord's affirmed testimony and documentary evidence provided.

The tenant provided the landlord with a forwarding address in writing and I find that the landlords made the application to keep the tenants' deposits within the allowable time limits provided by the Act.

Section 37 (2) (a) of the Act states that when a tenant vacates a rental unit, the tenant must leave it reasonably clean and undamaged except for reasonable wear and tear. Section 21 of the Residential Tenancy Regulation states that a condition inspection report can be used as evidence of the state of repair and condition of the rental suite.

As a result, I accept the evidence of the landlords that the tenant failed to leave the condition of the rental suite reasonably clean and undamaged and find that there is

sufficient evidence before me, documented above, which allows for monetary compensation to the landlords for cleaning and repair costs.

In relation to the landlords' monetary claim for the flooring, I accept the evidence that the suite and the flooring was brand new at the start of the tenancy and I find that the tenants are liable for the costs for replacing all of this as damage was caused to almost all the wooden flooring. The landlord provided sufficient evidence of the damage caused by the tenants' pet and sufficient evidence that the landlords mitigated their loss by obtaining three quotes, provided as evidence, but only claiming the cheapest one. I also find that the tenants are liable for the landlords' cost in the attempt to stain the flooring as this was an effort by the landlords to again mitigate the loss and I find that the tenants are also responsible to bear this cost.

I dismiss the landlords' claim for administration costs in the amount of \$55.34 as each party is responsible for their costs in preparing for dispute resolution. However, as the landlords have been successful with the majority of their claim, they are entitled to recover from the tenants the \$50.00 filing fee for the cost of this application pursuant to Section 72 (1) of the Act. Therefore, the total amount payable by the tenants is \$4,364.09. As the landlord already holds \$1,550.00 in deposits, I order the landlord to retain this amount in partial satisfaction of the claim awarded pursuant to Section 38 (4) (b) of the Act. As a result, the landlord is awarded \$2,814.09.

Conclusion

For the reasons set out above, I grant the landlords monetary compensation pursuant to Section 67 of the *Residential Tenancy Act* in the amount of **\$2,814.09**. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) 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: November 21, 2013

Residential Tenancy Branch

