



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

The landlord applies for a monetary award of damages for repair to a “hardwood” floor and to recover the costs related to installing a new post box lock.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the landlord is entitled to any of the relief claimed?

Background and Evidence

The rental unit is a “one bedroom and den” condominium apartment the landlord purchased new in 2011. The tenant is only the second tenant to occupy the premises. Her tenancy started in October 2012 for a fixed term ending September 30, 2013. The monthly rent was \$1550.00. The landlord still holds the \$775.00 security deposit.

The tenant vacated by September 30th. The parties conducted a move-out inspection together and signed a report but disagreed about the tenant’s responsibility for damage to the living room floor.

The tenant consents to a \$50.00 parking pass charge and admits that she lost a postal key.

At the hearing the landlord demonstrated that during this tenancy the floor had been marred or scratched in three places. Unfortunately, the floor is not a "hardwood" floor amenable to isolated repair. Rather, it is a laminate floor with a thin veneer mimicking a true hardwood floor. A full and complete repair of a scratch seems to involve the complete replacement of the floor at a cost of thousands of dollars.

The landlord opted for the lesser cost of a filling and polishing at a cost of \$735.00.

The landlord testified that the tenant lost the post key back in February 2013. The tenant testified and the landlord agreed that at that time the landlord charged the tenant \$5.00 to make a copy of a second key the landlord had. The landlord gave the tenant her remaining key. The landlord kept the copy and discovered at the end of the tenancy that the copy did not work. Though she received back the working key the tenant had, the landlord understandably wanted two keys; one for her next tenant and one for herself. She spent about \$12.00 trying to get a copy made that would work but ultimately had to have a new lock installed on the post box at a cost of \$112.00.

Analysis

I've examined the three significant mars to the laminate flooring. In my view the two areas containing a single scratch are reasonable wear and tear. They are the usual consequence of the normal bumping and sliding of items in the home and must be accepted as such by a landlord. The third scratch shows a repeated back-and-forth action creating more significant damage that should have been caught early or avoided by tenant. It is not reasonable wear and tear.

The landlord is entitled to repair cost for the one scratched area. It is difficult to separate the repair cost for part from the cost of the whole repair. I consider it most fair to split the total cost in half. I award the landlord one-half the full repair; the amount of \$367.50.

I award the landlord \$5.00 for the postal key replacement but no more. First, the landlord and tenant settled the matter of the key back in February for that \$5.00 and the landlord cannot now go back on the deal. Secondly, the landlord's problem is that after she settled the matter for the \$5.00 copying charge, she could not find a key copier who could make a copy that actually worked. That, in my view is a dispute between the landlord and the person warranting he could make a copy of the key.

Conclusion

The landlord is entitled to a monetary award of \$367.50 for the floor repair, \$50.00 for the parking pass and \$5.00 for the postal key. I decline to award the landlord recovery of her filing fee because before the hearing the tenant had offered or consented to virtually all that has been awarded to the landlord here. I authorize the landlord to deduct the total of \$422.50 from the \$775.00 security deposit, in full satisfaction of her claim.

The tenant will have a monetary order for the \$352.50 remainder of the deposit.

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: January 10, 2014

Residential Tenancy Branch

