



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 pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of repairs and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of repairs and for the recovery of the filing fee?

Background and Evidence

The tenancy started in October 2012 and ended on February 01, 2014. The monthly rent was \$700.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$350.00 and a pet deposit of \$50.00.

Both parties agreed that on July 05, 2013, the tenant caused the kitchen sink to overflow for approximately ten minutes. The tenant immediately contacted the landlord and both parties worked together to dry the affected areas.

The landlord testified that he removed the trim and the flooring in the kitchen and used a rented industrial fan to dry the area. On July 07, the landlord replaced the laminate that was removed.

The landlord stated that some of the laminate boards were swollen due to water damage and he was unable to find replacements. On July 27, the landlord removed the laminate flooring and replaced it with linoleum.

In his written submission the landlord states *“In the weeks following we spend a considerable time and money to get the damage fixed. At no time was there any offer from A to help us out.... The verbal agreement was that we would keep the damage deposit and anything else on top would have been further disgust with the tenant “*

The tenant stated that the damage was minimal and did not warrant a change of flooring from laminate to linoleum. The tenant testified that she did not agree to allow the landlord to keep the security deposit but was willing to cover some of the costs when the landlord provided her with receipts. The matter was not raised again until the tenant gave notice to move out and asked for the return of a portion of the security and pet deposits.

The landlord is claiming the following:

1.	Labour	\$360.00
2.	Cost of linoleum	\$79.97
3.	Flooring transitions	\$40.00
4.	Fan rental	\$22.00
5.	Supplies	\$130.00
6.	Glue	\$16.92
7.	Filing fee	\$50.00
	Total	\$698.89

Analysis

Based on the testimony of both parties, I find that tenant caused the damage to the flooring by allowing the sink to overflow. I further find that the landlord removed the laminate flooring, dried the area using an industrial fan and replaced the laminate. The landlord later removed the laminate and replaced it with linoleum.

The tenant agreed to cover the cost of the linoleum in the amount of \$79.97 but did not agree to cover the claims for which the landlord did not provide a receipt. The landlord has filed receipts for the cost of the linoleum and glue. Therefore I award the landlord the cost of these two items.

The landlord has made a claim for the cost of labor for his time to remove the laminate, replace it, remove it again, replace it with linoleum, time spent shopping and talking with an insurance adjuster for a total of 18 hours. Even though the landlord replaced the laminate with an alternative material, since the tenant has agreed to cover the cost of the linoleum, I will award the landlord the cost of the linoleum and his time to install it.

Based on the landlord's account of time spent to restore the rental unit, I find it appropriate to award the landlord 1.5 hours to remove damaged laminate, 4 hours to clean and prep floor and install linoleum and 0.5 hours to install transition strips for a total of 6 hours. Accordingly I award the landlord \$120.00 towards the cost of labor.

The landlord did not file any evidence to support his claim for the cost of flooring transitions, fan rental and supplies and therefore I dismiss this portion of his claim.

The landlord has proven a portion of his claim and therefore I award the landlord \$50.00 for the recovery of the filing fee.

The landlord has established the following claim:

1.	Labour	\$120.00
2.	Cost of linoleum	\$79.97
3.	Flooring transitions	\$0.00
4.	Fan rental	\$0.00
5.	Supplies	\$0.00
6.	Glue	\$16.92
7.	Filing fee	\$50.00
	Total	\$266.89

I order that the landlord retain the amount of \$266.89 from the security deposit and pet deposits and return \$133.11 to the tenant within 15 days of receipt of this decision.

Conclusion

The landlord must return \$133.11 to the tenant within 15 days of receipt of this decision.

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: May 15, 2014

Residential Tenancy Branch

