



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Royal LePage Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes            MND, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order permitting retention of the security deposit and pet damage deposit in partial satisfaction of the claim. Both parties appeared and had an opportunity to be heard.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order and, if so, in what amount?

### Background and Evidence

This tenancy commenced November 1, 2012 as a six month fixed term tenancy and continued thereafter as a month-to-month tenancy. The monthly rent of \$1200.00 was due on the first day of the month. The tenants paid a security deposit of \$600.00 and a pet damage deposit of \$600.00.

A move-in inspection was conducted and a move-in condition inspection report was completed on October 23, 2012.

The tenancy ended on December 31, 2013. A move-out inspection was conducted but a move-out condition inspection report was not completed because the parties were waiting for quotes for some of the repairs. It is acknowledged that the tenants left the rental unit very clean. The tenant gave her forwarding address orally to the landlord on that date.

The main claim is for repairs to the laminate floor in the living room. A metal chair had scratched a portion of the laminate so deeply that it had to be replaced. Although the landlord looked for replacement laminate that particular pattern and colour was not longer available. The contractor removed the damaged laminate from the living room and all of the laminate, which was the same as the living room, from a bedroom; used the salvaged laminate from the bedroom to repair the living room floor; and installed new laminate in the bedroom.

Although the landlord's witness was not sure of the age of the various elements of the rental unit she thought the laminate flooring was three or four years old.

The landlord testified about other smaller repairs that were made to the rental unit. The tenant only disputed three.

The basement stairwell was mostly painted wood. The top of each stair was covered with a rubber material. The landlord testified that it was a commercial grade rubber flooring product. At the end of the tenancy the front edge of each step was chipped off. The tenant said that the edge of the rubber material hung over the stair edge and because the material on the stairs was so uncomfortable they wore their shoes when going up and down.

The landlord had metal nosing installed on each stair. The nosing covered the chipped edges. The landlord testified that this was a cheaper option than replacing the flooring on the stairs. The tenant pointed out that there were no nosings on the stairs when they moved in.

The landlord claimed the cost of replacing the weather stripping on the back door and the window sliders in the living room. All of these components are plastic. The tenant said that all these elements were very brittle and just fell apart.

With the exception of the invoice from the locksmith, all of the work was done by the same contractor. The contractor set out the labour and material costs for the whole job; he did not itemize the labour and material costs for each individual repair. The labour cost is stated to be 36 hours at \$30.00/hour. The materials cost on the invoice was for everything but the new laminate flooring as the landlord submitted a separate invoice for the flooring. The cost of the replacement flooring was \$369.77. The cost of all other materials was \$352.00.

#### Analysis

On any claim for damage or loss the party making the claim must prove, on a balance of probabilities:

- that the damage or loss exists;
- that the damage or loss is attributable solely to the actions or inaction of the other party; and,
- the genuine monetary costs associated with rectifying the damage.

In a claim by a landlord for damage to property, the normal measure is the cost of repairs or replacement cost (less an allowance for depreciation), whichever is lesser. The Residential Tenancy Branch has developed a schedule for the expected life of fixtures and finishes in rental units. This depreciation schedule is published in *Residential Tenancy Branch Guideline 40: Useful Life of Building Elements* and is available on-line at the Residential Tenancy Branch web site.

Although the contractor did not separate the costs for each task performed it is clear that the bulk of the labour cost would have been for the repair of the laminate flooring. The invoice was for 36 hours at \$30.00/hour. I estimate that two thirds of the time was devoted to repairing the laminate floor and the balance to the other repairs.

Based on this estimation the cost of the flooring repair was \$756.00 for labour (including GST) and \$352.05 for materials for a total cost of \$1108.05.

The landlord's witness testified that the flooring was three to four years old. The expected useful life of this type of flooring in a rental unit is ten years so a depreciation rate of 35% will be applied. I award the landlord \$720.23 for the flooring repairs.

Although the metal nosing on the basement stairs may be considered an upgrade to the home I accept the landlord's argument that this was a less expensive repair than replacing the floor covering.

I accept the tenant's testimony that the plastic weather stripping and sliders just disintegrated. As plastic ages, particularly when it is exposed to sunlight, it breaks downs and will just fall apart on its own.

Without any breakdown of the material or labour costs that relate to these two repairs I am required to estimate those costs. I set them at \$200.00 which will be deducted from the landlord's claim.

I award the balance of the landlord's claim of \$572.77.

As the landlord was substantially successful on its claim it is also entitled to reimbursement from the tenant of the \$50.00 fee it paid to file this application.

#### Conclusion

I find the landlord has established a total monetary claim of \$1343.00 comprised of repairs in the amount of \$1293.00 and the \$50.00 filing fee. I order that the landlord retain the security deposit of \$600.00 and the pet damage deposit of \$600.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance of \$143.00. If necessary, this order may be filed in the Small Claims Court 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: June 17, 2014

---

Residential Tenancy Branch

