



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, MNR, FF, O

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing him to retain the security deposit. Both parties participated in the conference call hearing and confirmed that they had received each other's evidence.

### Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The parties agreed that the tenancy began on March 1, 2010 and ended on March 30, 2014. They further agreed that at the outset of the tenancy, the tenants paid a \$1,400.00 security deposit and a \$1,400.00 pet deposit.

The parties conducted a condition inspection of the unit at the outset of the tenancy and completed a condition inspection report but did not complete the report at the end of the tenancy.

I address the landlord's claims and my findings around each below:

### **Hardwood flooring repair**

The landlord seeks to recover \$1,680.00 as the cost (inclusive of tax) of refinishing the hardwood in the hallway of the rental unit. The landlord testified that the hardwood was in reasonably condition at the beginning of the tenancy and that the tenants caused damage and staining to the wood. The landlord called a witness, MN, who is responsible for performing repairs in the rental unit. MN testified that the floors were in poor condition, requiring sanding and staining. MN stated that he believes the damage was caused by water and dogs. The landlord provided MN's invoice as well as

photographs of the floor showing dark stains in the hallway. He testified that the flooring was last refinished in 2003.

The tenants testified that the flooring was a soft wood, Douglas Fir, and not hardwood and that the damaged area was the highest traffic area in the home. They denied feeding their dogs in that area and entered into evidence a letter from a friend who saw the flooring during the tenancy. The friend held himself out to have 20 years of carpentry experience and stated that in his opinion, the damage could be characterized as reasonable wear and tear.

The condition inspection report completed at the outset of the tenancy does not indicate any damage or wear on the hallway flooring, yet the landlord's photographs clearly show dark stains. If there had been significant staining at the beginning of the tenancy, I am confident that the condition inspection report would have reflected the same. Although the tenancy lasted for 4 years and the flooring was last refinished 11 years ago, because the stains are extremely dark have persuaded me that cause goes beyond what may be characterized as reasonable wear and tear. However, I must take into account that some wear occurred prior to the tenancy. I find it appropriate to hold the tenants responsible for one half of the cost of refinishing the floors to reflect that some reasonable wear would have taken place before and during the tenancy. I award the landlord \$840.00.

### **Carpet replacement**

The landlord seeks to recover \$840.00 as the cost (inclusive of tax) of replacing carpet in the guest room of the rental unit. The landlord testified that the carpet was 5 years old at the beginning of the tenancy and that it had minimal damage at that time. The landlord provided MN's invoice to replace the carpet as well as photographs of the carpet showing a number of stains. MN testified that there were very few stains on the carpet at the beginning of the tenancy.

The tenants claimed that the carpet was heavily stained at the beginning of the tenancy. They acknowledged that a soft drink had been spilled on the carpet during the tenancy, but stated that this was just one stain added to the many pre-existing stains.

The landlord bears the burden of proving on the balance of probabilities that the tenants caused damage that goes beyond what may be characterized as reasonable wear and tear. Because the condition inspection report indicates that the carpet was already stained and because there are no photographs of the carpet at the outset of the tenancy with which I can compare the most recent photographs, I am not satisfied that the tenants caused significant damage to the carpet. Although they acknowledged having

added one stain, I would expect some staining to occur over a 4 year tenancy and I am not persuaded that the additional stain is so severe that its addition entitles the landlord to compensation. For these reasons, I dismiss the claim for carpet replacement.

### **Entrance door repairs**

The landlord seeks to recover \$168.00 (inclusive of tax) as the cost of repairing the entrance door to the rental unit. The landlord provided MN's invoice to repair the door as well as photographs of the door showing damage to the face of the door.

The tenants acknowledged that the door was damaged and testified that they brought in a professional painter who taped and filled the damage to the door. They testified that they offered to repaint the door and the landlord told them that he would be replacing the door. The landlord denied having this conversation. The tenants claimed that the movers caused the damage to the door and would have covered the cost of repairing the door had the tenants not been told by the landlord that they did not need to repaint the door.

If the tenants had been able to prove on the balance of probabilities that they offered to repaint the door and the landlord refused, I would have dismissed the claim. However, the tenants were not able to prove that the landlord refused their offer. I find that the tenants caused the damage to the entrance door and must be held responsible for the cost of repairing the door. I award the landlord \$168.00.

### **Grass driveway damage**

The landlord seeks to recover \$168.00 (inclusive of tax) as the cost of repairing a grass driveway on the residential property. The landlord provided MN's invoice to repair the driveway as well as photographs of the area showing damage to the grass.

The tenants acknowledged that the movers caused damage to the grass but claimed that they offered to repair the damage and the landlord refused their offer.

Again, if the tenants had been able to prove on the balance of probabilities that they offered to repair the grass and the landlord refused, I would have dismissed the claim. However, the tenants were not able to prove that the landlord refused their offer. I find that the tenants must be held liable for the cost of the repair and I award the landlord \$168.00.

### **Reinstallation of gate**

The landlord testified that the gate on the property was damaged during the tenants' move. The tenants testified that they were unaware that the gate had been damaged, but agreed to take responsibility for the damage as they believe the damage must have been done by the movers. I award the landlord \$112.00 which represents the \$100.00 cost of repairing the gate and \$12.00 in applicable taxes.

### **Water bill**

The parties agreed that the tenants are responsible to pay \$401.06 for the water bill. I award the landlord \$401.06.

### **Pressure washer**

The landlord seeks to recover the cost of a new pressure washer. He testified that the tenants borrowed the pressure washer broke the nozzle which could not be replaced, so the landlord had to purchase a new pressure washer.

I am only empowered under the Act to address claims which arise as a result of the landlord/tenant relationship and are directly related to the tenancy. I find that the pressure washer was not sufficiently related to the tenancy or the party's obligations under the tenancy agreement and for this reason I find that I do not have jurisdiction to address this claim. It is therefore dismissed.

### **Filing fee**

As the landlord has been substantially successful in his claim, I find he should recover the \$50.00 filing fee paid to bring his application.

### Conclusion

In summary, the landlord has been successful as follows.

Hardwood flooring	\$ 840.00
Entrance door repairs	\$ 168.00
Grass driveway damage	\$ 168.00
Gate reinstallation	\$ 112.00
Water bill	\$ 401.06
Filing fee	\$ 50.00
<b>Total:</b>	<b>\$1,739.06</b>

The landlord has been awarded a total of \$1,739.06. I order the landlord to retain \$1,739.06 from the \$2,800.00 in pet and security deposits and I order the landlord to return the balance of \$1,060.94 to the tenants forthwith. I grant the tenants a monetary order under section 67. This order may be filed in the Small Claims Division of the Provincial 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: September 03, 2014

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Residential Tenancy Branch

