



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Gordon Nelson Inc.  
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 for damage to the unit or property; to retain all or part of the security or pet deposits; and to recover the RTB filing fee.

Both a representative for the landlord and an agent for one of the tenants attended the teleconference hearing and gave evidence.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The tenancy agreement signed by the parties on June 8, 2012 indicates the tenancy started on June 15, 2012 and the tenants were obligated to pay rent of \$1,150.00 monthly in advance on the first day of the month. The tenants also paid a security deposit of \$575.00 and a pet deposit of \$575.00.

The tenancy ended on April 30, 2014. The landlord claims the tenants caused damage to the hardwood floors and seeks compensation for the cost of refinishing them.

The landlord provided colour photocopies of photographs of the rental unit after the tenants' belongings had been moved out. One photo shows a floor area with four scratched areas radiating outward; the landlord's evidence is that the scratches were caused by the tenants' chairs scraping the floor as they were moved in and out from a round table. Another photo shows several small areas of scratching; the landlord's evidence is that there are 4 or 6 spots over a wide area that were scratched by the bedposts of the tenants' bed.

The landlord gave evidence that the floors had to be sanded and re-stained. The rental unit is a 425 square foot studio. The landlord provided a copy of an invoice indicating a 380 square foot area was sanded and stained, at a cost of \$1,496.25.

The landlord states the tenant who attended the move-out inspection agreed they caused the damage to the floors but did not agree to the cost of refinishing them. The landlord's evidence is that the floors were last refinished in 2008, and the 2012 move-in inspection report does not indicate they were scratched at that time.

The tenant's agent says the tenants agree they scratched the floors. They agree to the retention of their security deposit, but believe they should get their pet deposit back since the damage was not caused by a pet. The tenant's agent gave evidence that he assisted another tenant of the building by repairing floor scratch marks and says repair might have been possible in this case by a less expensive method. He could not remember which suite he had assisted with.

The landlord gave evidence that there are varying degrees of damage to floors, depending on the tenancy. In this case, the scratches were extensive and deep enough to require the work done.

### Analysis

I accept the landlord's evidence that the floor scratches were repaired by a reasonable method, given the quantity and degree of scratching. The landlord is therefore entitled to be reimbursed for the cost of refinishing the floor (\$1,496.25) and for the RTB filing fee (\$50.00).

The total amount due the landlord is \$1,546.25. I order that the landlord retain the security deposit of \$575.00 and pet deposit of \$575.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$396.25. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### Conclusion

I grant the landlord a monetary order for \$396.25. The landlord may also retain the security deposit and pet 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: October 03, 2014

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Residential Tenancy Branch

