



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Grand Elephant Enterprises  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNDC, MND, FF

### Introduction

This hearing dealt with cross applications. The landlord is seeking a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The tenant is seeking the return of her security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issue to be Decided

Is either party entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The tenancy began on September 8, 2013 and ended on May 31, 2014. The tenants were obligated to pay \$950.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$450.00 security deposit.

I will first address the landlord's claims and my findings around each as follows.

**Landlords First Claim** – The landlord is seeking \$346.50 for the patching of holes and painting of the three walls. The tenant agrees with this amount. Based on the above I find that the landlord is entitled to \$346.50.

**Landlords Second Claim** – The landlord is seeking \$367.50 for the replacement of broken pieces of laminate flooring. The landlord stated that the tenant is responsible for this damage. The landlord stated that she has yet to conduct this work.

The tenant disputes this claim. The tenant stated that she was informed of the damage several days after the move out condition inspection. The tenant stated that the flooring was never discussed.

The landlord has not suffered any "out of pocket costs" as they have not conducted the work and have re-rented the unit. In addition, the move out inspection report listed items that were to be repaired by both parties yet there is no mention of repairing the laminate flooring. The landlord submitted photos however the date stamp is incomplete on the

photos making their reliability limited. Based on the insufficient evidence before me I dismiss this portion of the landlords' application.

**Landlords Third Claim** – The landlord is seeking \$50.00 for cleaning and \$85.00 for replacing a faucet. The landlord stated that the unit required extra cleaning and the replacement of the bathroom faucet as a result of the tenants negligence. The tenant disputes both of these claims. The landlord did not submit receipts to reflect these costs or other supporting documentation. Based on the insufficient evidence before me I dismiss this portion of the landlords' application.

As neither party has been completely successful in their application I decline to make a finding in regards to the filing fee and each party must bear that cost.

### Conclusion

The landlord has established a claim for \$346.50. I order that the landlord retain \$346.50 from the security deposit in full satisfaction of the claim. The landlord must return the remaining balance of \$103.50 to the tenant within fifteen days of receiving this decision. In the event the landlord does not comply with this, I grant the tenant an order under section 67 for the balance due of \$103.50. 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: October 20, 2014

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Residential Tenancy Branch

