



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This is a monetary claim for \$3374.21, a request for recovery of the \$50.00 filing fee, and a request to retain the full security and pet deposit towards this claim.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing.

I have given the parties and the witness the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties and the witness.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established a monetary claim against the respondent, and if so, in what amount?

Background and Evidence

The applicant testified that:

- When the tenant moved into the rental unit no move-in inspection report was done as he did not believe it was necessary, since the rental unit had just been completely renovated and was in a like new condition.
- He did do a walk-through with the tenants at the beginning of the tenancy and the only thing the tenants pointed out was a cracked mirror, for which he is not making a claim.

- This is a non-smoking unit however he did allow the tenant to have a dog as he was informed she had a small dog.
- He believes the tenant was smoking in the rental unit during the winter months because he could smell smoke, which was being obviously masked with the smell of scents, scented candles, dryer sheets, and the ongoing use of the bathroom fan.
- Further he believes the tenant caused the furnace to fail by, first closing all the heat vents which had the effect of causing the furnace to run nonstop as the thermostat was upstairs in the tenants rental area.
- When he discovered she had all the heat vents closed informed her she had the open them as it was putting a strain on the furnace.
- It seemed to get better for a while however eventually the furnace did burned-out and when the repairman was here he discovered that the tenant had put dryer sheets on all the vents, thereby blocking them again. The furnace repairman informed him this is likely what caused the furnace to fail.
- Also during the tenancy he could hear the tenant's dog, which turned out to be quite a large dog, approximately 100 pounds, frequently scratching the wood floor above him, as he lived downstairs.
- The floors to the rental unit had been totally redone prior to the tenant moving in and when the tenant moved out they were badly scratched, as can be seen from the photo evidence that he has supplied.
- To try and attempt to keep the floors from being scratched he even purchased a carpet for the tenant when she threw one of her own out, and he believes that the tenant agreed to pay for one half of that carpet.
- Further, after the moveout report had been completed, he found further damage to the rental unit including a window blind in which one of the strings had to be replaced, a window that had been pushed out and had to be repaired, a damaged loose handrail that he believes was damaged on the moveout, and the suite required fumigated to get rid of the smell from whatever scented products the tenant had been using.

The applicant is therefore requesting a monetary order as follows:

one half the cost of the furnace repairs	\$182.47
One half the cost of the carpet he purchased	\$106.40
Cost of repairing the damage hardwood floor	\$2628.59
Post-rental cleanup and repairs	\$456.75
Filing fee	\$50.00
Total	\$3424.21

The applicant further requests an order allowing him to keep the full security/pet deposit towards the claim and request that a monetary order be issued for the difference.

The tenant testified that:

- The furnace was making a noise when she moved into the rental unit and she never close the heating vents, although she did put dryer sheets over the heating vents to stop dog hair from going down. She therefore does not believe that she should be held liable for the furnace damage.
- She also doesn't believe that her dog caused the scratches that the landlord is claiming as she had a carpet over the floor, and how could the dog scratch through a carpet. She does not believe she should be charged for this floor damage.
- Further she never agreed to pay the landlord for a portion of the cost of the carpet that he bought to put over the floor.
- She also left the rental unit clean and left none of the damage claimed by the landlord.
- She also does not believe that there was any need to fumigate the rental unit because, as she stated, the rental unit was left perfectly clean, with nothing more than the smell of cleaning products.

The witness for the tenant testified that:

- She moved into this rental unit after the respondent moved out, and she doesn't recall seeing anything more than a few small scratches. She even moved the carpet when she was moving out of the rental unit to properly clean and saw no scratches at that time either.

In response to the tenant and the witness the landlord testified that:

- This tenants witness has no credibility whatsoever as she was a horder and had every inch of that rental unit covered, and therefore there is absolutely no way she could have seen the condition of the hardwood floor.
- Further the witness fled from the rental unit after almost burning it down and without leaving a forwarding address.
- And with regards to the tenants claim that the floor was always covered with a carpet, that is not true. As stated previously the tenant threw out her carpet at one point, and it was not replaced until he purchased one for her. Therefore there was plenty of time for her dog to cause the scratches in the area where the carpet was later placed.

Analysis

It is my finding that I will allow the landlords claim for the damage to the hardwood flooring as I accept that this damage happened during the tenancy.

The landlord has provided close-up photos of the flooring that clearly show the flooring has been badly scratched and those scratches are consistent with damage made by a dogs nails.

Further although the tenant claims her photos show that the dog did not cause damage, the photos are not taken close enough to the flooring to determine whether there is damage or not.

I also do not accept the tenant or the tenant's witnesses claim that the flooring only had minor scratches at the end of the tenancy. I find it very unlikely that the damage shown in the landlords photos occurred after this tenant vacated.

I will not however allow the claim for one half the cost of the furnace repair. The landlord claims that he was told that the damage was likely caused by the tenant blocking the furnace vents, however he has provided no evidence in support of that claim. Further, there has been no evidence provided as to the age of the furnace, and therefore I have no way of knowing how much reasonable depreciation on that furnace there would be.

I also deny the claim for one half of the cost of the carpet that the landlord supplied to the tenant because, again, there is no evidence to support the landlords claim that the tenant was going to pay one half of the cost.

I also deny the landlords claims for the post rental cleanup and repairs. There is no mention of any of these damages on the moveout inspection report, and since the tenant is denying any of this damage, again the landlord has not met the burden of proving this portion of the claim. The landlord has argued that he did not find this damage until after the tenant vacated however it is incumbent upon the landlord to ensure that a proper moveout inspection report is done so that all claims can be addressed on that report.

Therefore the total amount of the claim I have allowed is for the floor repair only of \$2628.59, however since I have allowed a substantial amount of this claim I also allow the landlords request for recovery of the \$50.00 filing fee.

Conclusion

I have allowed a total of \$2678.59 of the landlords claim, and I therefore order that the landlord may retain the full security/pet deposit of \$1150.00, and I have issued a Monetary Order for the tenant to pay \$1528.59 to the landlord.

The remainder of this claim is dismissed without leave to reapply.

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: March 30, 2015

Residential Tenancy Branch

