



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND MNR MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the female tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that she had received the landlord's evidence. The tenant did not submit documentary or photographic evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on March 1, 2013. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$1325. On February 25, 2013 the landlord and the tenant conducted a move-in inspection and completed a condition inspection report.

The tenancy ended on August 31, 2014. On that date, the landlord and the tenant carried out a move-out inspection and signed a document (not the prescribed condition inspection report) that indicated damages to the rental unit.

### *Landlord's Claim*

The landlord stated that the rental unit was a new house, and there was no pre-existing damage at the time that the tenancy began. The landlord stated that at the end of the tenancy there was damage to the hardwood flooring and other items required repairs. The landlord has claimed compensation as follows:

- 1) \$78.90 for a water bill;
- 2) \$745.50 for repairs to the hardwood flooring – the landlord stated that the flooring is expensive natural hardwood, and the tenant left deep grooves in the wood. The landlord stated that the flooring was installed in March 2011. The landlord submitted photographs of the damaged flooring and a quotation of \$745.50 for parts and labour to replace the damaged flooring;
- 3) \$446.25 to repair drywall and the kitchen door blind – the landlord provided photographs showing a hole that the tenant cut into the drywall in the garage, two small holes in a bedroom wall and a broken piece of a window blind that controls the movement of the internal blind in the glass, as well as an invoice for these repairs; and
- 4) \$482.82 for a garburator – the landlord stated that there were two garburators in the rental unit, and at the end of the tenancy the garburator in the spice kitchen was not working. The landlord submitted a receipt for the replacement garburator.

I note that although the tenancy agreement contains an addendum with seven additional points, there are no instructions for the tenant regarding care of the hardwood flooring or use of the kitchen blind mechanism.

I further note that the landlord and the tenant completed an extensive, detailed move-in condition inspection report that included details regarding the second (spice/wok) kitchen; however, in the report there is no reference to a garburator in either the main kitchen or the second kitchen.

### *Tenant's Response*

The tenant acknowledged that she owed the landlord for the water bill.

The tenant stated that at the end of the tenancy there were only superficial scratches on the flooring, and those were the result of normal wear and tear over one and a half years. The tenant stated that she did not see any of the dents on the flooring that are

shown in the landlord's photographs, and she questioned the validity of the photographs.

The tenant acknowledged that she was responsible for the hole cut in the drywall in the garage; however, she did not agree with the repair cost. The tenant acknowledged that there were "two little pin marks" in the wall above the window frame in the bedroom, where her daughter hung a "very light curtain." The tenant stated that she never moved the blinds.

The tenant stated that she never used the garburator in the second kitchen, and if she knew that it wasn't working she would have reported it to the landlord.

### Analysis

The tenant acknowledged responsibility for the water bill, and the landlord is entitled to that portion of her claim.

I find, on a balance of probabilities, that the tenant did cause damage to the hardwood flooring that was greater than normal wear and tear. However, the landlord did not provide sufficient evidence to establish that repairs to the flooring could not be done for a more reasonable price. The landlord stated that the flooring was expensive, yet she did not require the tenant to take special care of the flooring, such as using felt under furniture or only wearing soft-soled footwear on the hardwood floors. Finally, the landlord did not take into account the age of the hardwood flooring to calculate any depreciation. I therefore find that the landlord is entitled to a nominal award of \$350 for repairs to the hardwood flooring.

The tenant acknowledged cutting the hole in the drywall in the garage, and I find that the landlord is entitled to compensation for that repair. I find that the small holes in the wall in the bedroom are insignificant and should be considered normal wear and tear. The landlord's invoice shows that the cost for repairing the drywall and the bedroom wall is \$262.50, including GST. There is no separation of costs for the two jobs, and I therefore find it reasonable to grant the landlord \$200 for the cost of repairing the drywall in the garage.

The landlord did not submit evidence to show that she provided the tenant with any instructions regarding the proper use of the internal blind in the kitchen door. Nor did she provide any evidence regarding the age or average useful life of the blind mechanism. It is not clear from the move-out inspection document whether the tenant agreed at that time that she had damaged the mechanism. In the hearing the tenant

stated that she never used the blind. I find that the landlord did not provide sufficient evidence to establish that the tenant damaged the blind.

The move-in condition inspection report makes no reference to a garburator in either of the two kitchens in the rental unit. The tenant stated that she never used the garburator in the second kitchen, and if she knew it was not working she would have reported it to the landlord. I find that the landlord did not provide sufficient evidence to establish that the tenant broke the garburator in the second kitchen.

As the landlord's application was partially successful, I find she is entitled to recovery of the \$50 filing fee for the cost of this application.

### Conclusion

The landlord is entitled to \$678.90. I order that the landlord retain this amount from the security deposit in full satisfaction of this amount. I grant the tenant an order under section 67 for the balance of the security deposit, in the amount of \$646.10. 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: May 7, 2015

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Residential Tenancy Branch

