



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, SS, FF

Introduction

This was a hearing with respect to an application by the landlords for a monetary award and for an order to retain the tenants' security deposit and pet deposit. The hearing was conducted by conference call. The landlords called in and participated in the hearing. The tenants did not attend. The landlord testified that the tenant, C.F. was personally served with the application and Notice of Hearing at her place of employment. The tenant, B.G. has not been served with the application and Notice of Hearing. According to the landlords, they delivered a copy of the documents to the tenant C.F., intended to be given by her to B.G.

Issue(s) to be Decided

Are the landlords entitled to a monetary award and if so, in what amount?
Are the landlords entitled to retain the tenants' security deposit?

Background and Evidence

The rental unit is a house in Victoria. The tenancy began in August, 2011. It has proceeded by a series of fixed term tenancies. The tenants paid a security deposit of \$975.00 and a pet deposit of 975.00 at the beginning of the tenancy. The most recent tenancy agreement was for a fixed term commencing August 1, 2014 and ending July 31, 2015. The monthly rent was \$1,950.00, payable on the first of each month. The agreement provided that the tenancy will end and the tenants must move out at the end of the fixed term.

The tenants moved from the rental unit on June 30, 2015. They did not pay rent for the month of June. According to correspondence sent to the landlords, the tenants complained that the landlords committed breaches of the tenant's rights to safety, security and quiet enjoyment of the rental unit. The tenants complained about the

landlords' unauthorized entries into the rental unit and ongoing construction activities on the rental property. The landlords listed the rental unit and sold the property in October. The landlords attempted, unsuccessfully, to rent the unit for the month of July.

The landlords testified that the rental unit was not cleaned when the tenancy ended and the house and surroundings were full of garbage that had to be hauled away. The landlords testified that the wooden floors were heavily damaged by the tenants' dogs; they said the floors were badly scratched and urine stained. The landlord claimed for the cost of replacing the flooring. The landlords claimed the following amounts:

• Supply of used flooring materials:	\$2,520.00
• Sanding, finishing, replacing floor:	\$3,800.00
• Garbage removal, (hauling company):	\$997.50
• Unpaid rent for June:	\$1,950.00
• Unpaid rent for July:	\$1,950.00
Total:	\$11,217.50

The landlord included in their documents, copies of e-mail communications sent by the tenants. According to the tenants, as set out in an e-mail dated July 1, 2015, the floors were in bad shape when they moved in. The tenant alleged that he landlord acknowledged that the floors would need replacement and that the landlord intended to do so within a year. The tenants said that varnish had worn off the floors over a four year period due to general use and wear. The tenants said the landlord made a poor choice in the type of wood used for flooring and they denied that their dogs caused any urine stains to the floor because they were house-broken and went to the bathroom outside.

The landlords submitted an invoice for the removal of two truckloads of garbage from the rental property by a junk removal company in the amount of \$997.50, together with proof of payment of the claimed amount. The landlord submitted a copy of an invoice from an automobile repair company for used fir flooring purchased for the sum of \$2,520.00. The invoice was dated July 18, 2015. The landlord also submitted a handwritten invoice from a flooring contractor. The invoice was dated July 4, 2015 and was in the amount of \$3,800.00. The invoice quoted an amount of \$2,400.00: "For sanding & finishing fir floor – repairs in LV RM & Hall" and: "Instalation of salvaged fir floors in dining Rm". The invoice quoted a price of \$1,400.00 as: "Estimate cost for salvaged fir – Dining & Family Rm floor needs replacing due to extensive damage from animal urine stains"

The landlords said that the floor was 7 to 8 years old when the tenancy ended. The landlords said the floor was damaged by the tenants' dogs, contrary to their e-mail message.

Analysis

The tenancy was for a fixed term ending July 31, 2015. The tenants moved out June 30th without paying June rent. The landlords were unable to re-rent the unit for the last month of the tenancy and thereafter it was sold. I find that the landlords are entitled to recover unpaid rent for June and July as claimed.

Based on the photographic evidence that showed an extensive amount of garbage to be cleaned up and removed, I allow the landlords' claim for garbage removal and hauling in the amount of \$997.50.

With respect to the claim for flooring, the Residential Tenancy policy guideline with respect to the useful life of building elements provides as follows:

Damage(s)

When applied to damage(s) caused by a tenant, the tenant's guests or the tenant's pets, the arbitrator may consider the useful life of a building element and the age of the item. Landlords should provide evidence showing the age of the item at the time of replacement and the cost of the replacement building item. That evidence may be in the form of work orders, invoices or other documentary evidence.

If the arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant's responsibility for the cost or replacement.

The guideline provides that the useful life of hardwood and parquet flooring is 20 years. The flooring in question was not a hardwood, such as oak, but fir, a less durable softwood. The landlord's invoices appear to include both an estimate for the cost of salvaged flooring in the amount of \$1,400.00 and a further amount of \$2,520.00 paid for used flooring. I find that the landlords' flooring claim improperly duplicates amounts for materials because it includes an actual amount for flooring as well as an estimated amount for the material. I deny the landlords' claim an estimated cost of \$1,400.00 for materials. The landlords' remaining claims are \$2,400.00 for labour and \$2,520.00 for materials. These amounts total \$4,920.00. The landlords said the flooring was 7 or 8 years old. I accept that there was damage to the flooring caused by the tenants' pets

during the tenancy, but I find that the useful life of the flooring must be considered when calculating the amount of an appropriate award to the landlords. Because the flooring was not hardwood I find that useful life of the flooring should be reduced to reflect the difference in durability between hardwood and softwood flooring. I fix the useful life of the flooring at 15 years and I therefore award the landlord 50% of the flooring costs of \$4,920.00 for an award of \$2,460.00

Conclusion

The award to the landlords is the sum of \$7,357.50. The landlords are entitled to recover the \$100.00 filing fee for this application for a total award of \$7,457.50. I order that the landlords retain the security deposit and pet deposit totalling \$1,950.00 in partial satisfaction of this award and I grant the landlords an order under section 67 for the balance of \$5,407.50. This order is granted as against the respondent, C.F. only, because the other respondent was not served with the application for dispute resolution. This order may be registered 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: January 11, 2016

Residential Tenancy Branch

