



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, O, FF

Introduction

In the first application the landlord applies for a monetary award for damage to the flooring of the home.

In the second application the tenant seeks to recover the security deposit and for other, unspecified relief.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Did the tenant damage the flooring of the rental unit during the tenancy? If so, what is appropriate compensation?

Background and Evidence

The rental unit is a one bedroom strata apartment. The tenancy started in July 2015 and ended at the end of February 2016.

The parties conducted a move out inspection on February 28. The landlord prepared a report and the tenant signed it agreeing that it was a true representation of the state of the premises at the end of the tenancy.

The report states under "Entry" that there were "huge marks from move out." The end of tenancy remarks state, "Large marks on floor near kitchen (name of tenant redacted) says she made when moving out. Living room."

The landlord did not repair the damage. She had sold the home and was giving up possession to the new owner on March 1.

The new owner or her real estate agent saw the damage. The landlord's realtor and the tenant's realtor entered into negotiations about the damage. They recommended and the landlord and the purchaser agreed that the landlord would pay the purchaser \$1500.00 in consideration of the damaged floor. The landlord, already having received the purchase money, paid the purchaser \$1500.00 directly, by cheque.

The tenant says the scratches were not as bad as the landlord makes out and that she signed the move out report merely to oblige the landlord. She thinks landlord is falsifying evidence.

Analysis

The move out report, signed and acknowledged by the tenant to be a fair representation of the state of the premises, is overwhelming evidence that the tenant left large marks on the floor. She is responsible for them even if the damage occurred accidentally.

While the tenant was not a party to the negotiations leading to the settlement between the landlord and her purchaser, I find it most likely that the negotiations were carried out in good faith.

The evidence does not support any allegation that the landlord has falsified evidence.

The tenant suggests it was a set up. I consider it unlikely that the landlord would pay her purchaser \$1500.00 in the hope that she would be successful at this hearing and successful in recovering that amount from the tenant.

The tenant has the landlord's documentation showing the settlement in a March 1 addendum to the agreement of purchase and sale and could have investigated. There is no evidence that she did.

I reject the contention that the landlord has acted unscrupulously.

I find that as a result of the damage to the floor, the value of the premises was diminished by \$1500.00 and I award that amount to the landlord, plus recovery of the \$100.00 filing fee for a total award of \$1600.00.

I authorize the landlord to retain the \$575.00 security deposit in reduction of the amount awarded. There will be a monetary order against the tenant for the remainder of \$1025.00.

Conclusion

The landlord's application is allowed. The tenant's application is dismissed.

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 24, 2016

Residential Tenancy Branch

