



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage to the rental unit?

Is the landlord authorized to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested?

Is the landlord authorized to recover the filing fee for this application from the tenants?

### Background and Evidence

As per the submitted tenancy agreement and testimony of the landlord, the tenancy began on May 1, 2012 on a fixed term until October 31, 2012 at which time the tenancy continued on a month-to-month basis. Rent in the amount of \$922.50 was payable on the first of each month. The tenants remitted a security deposit in the amount of \$450.00 at the start of the tenancy. The tenants vacated the rental unit on April 30, 2016.

The landlord testified she was seeking \$790.00 in damages, specifically \$600.00 for the replacement of laminate floor in two bedrooms, \$90.00 for the replacement of two blinds, \$35.00 for the replacement of three light bulbs and one light fixture, \$40.00 for the cleaning of the stove and fridge and \$25.00 for cleaning of the living room floor. The landlord testified that the laminate was two and half years old at the time of replacement and the blinds were installed new at the start of the tenants' tenancy. The landlord has

submitted an invoice, charge analysis, two purchase orders, and copies of the condition inspection reports.

The landlord is also seeking to recover the \$100.00 filing fee for this application from the tenants.

### Analysis

Under section 67 of the *Act*, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. To prove a loss, the applicant must satisfy the test prescribed by Section 7 of the *Act*. The applicant must prove a loss actually exists and prove the loss happened solely because of the actions of the respondent in violation to the *Act*. The applicant must also verify the loss with receipts and the applicant must show how they mitigated or what reasonable efforts they made to minimize the claimed loss.

Section 37 of the *Act*, establishes that when tenants vacate a rental unit, the tenants must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Based on the undisputed testimony of the landlord, the photographs and condition inspection reports before me, I find the laminate floor was damaged beyond reasonable wear and tear. For this reason, I find the landlord is entitled to compensation for the damaged laminate.

Residential Tenancy Policy Guideline # 40 speaks to the "Useful Life of Building Elements," and provides that the useful life of floor is 10 years. The landlord testified that the subject laminate floor was approximately two and half years old at the time of replacement. The landlord submitted an invoice for the removal and replacement of the laminate floor totaling \$736.76. I find the landlord is entitled to recover the depreciated value of 75 percent of the total cost of \$736.76. Therefore I find the landlord is entitled to compensation in the depreciated amount of \$552.57 for the replacement of the laminate floor.

The landlord provided a charge analysis but did not provide an invoice or receipt for the purchase of new blinds, light bulbs, light fixtures and cleaning therefore I dismiss this portion of the landlord's claim.

As the landlord was partially successful in this application, I find that the landlord is entitled to recover \$50.00 of the \$100.00 filing fee for a total award of \$602.57

In accordance with the offsetting provisions of section 72 of the *Act*, I allow the landlord to retain the security deposit in the total amount of \$450.00 in partial satisfaction of the monetary award and I grant an order for the **balance due \$152.57**.

Conclusion

I issue a monetary order in the landlord's favour in the amount of **\$152.57** against the tenant.

The landlord's application for a monetary order for blind replacement, lightbulbs, light fixtures and cleaning are dismissed with 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: November 01, 2016

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Residential Tenancy Branch