



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

Noting that the application names a party starting with “c/o” the Landlord agreed that the application should be amended to remove this party name and replace it with “Landlord BB” alone.

Issue(s) to be Decided

Has the Landlord suffered a loss caused by the Tenant in relation to the flooring?

Is the Landlord entitled to future loss of rental income?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on June 22, 2014 and ended on July 31, 2016. Rent of \$1,200.00 was payable monthly. At the outset of the tenancy the Landlord collected \$600.00 as a security deposit.

During the tenancy the Tenant caused grease from a frying pan to fall on areas of the kitchen linoleum and hardwood floor. The linoleum was perhaps between 10 and 15 years old. The hardwood floors were very old and perhaps 20 years old. No repairs have been made to the flooring as of yet. The hardwood floors could no longer be refinished as they had been refinished at least twice in the past and would not tolerate further refinishing. The Landlord was recently informed that his insurance would cover a portion of the value of the flooring. The Landlord claims \$6,457.50 for the replacement of all the linoleum and all the hardwood.

The Landlord found a new tenant for August 1, 2016 at a rental rate of \$1,300.00. The Landlord expects to replace the flooring at some point in the future and expects that the tenants at the time of this work will have to be relocated for the time that it takes to make the repairs to the floors. The Landlord claims \$1,300.00 as lost rental income for this future event.

Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed and that costs for the damage or loss have been incurred or established. Policy Guideline #40 "Useful Life of Building Elements" provides that the useful life of hardwood flooring is 20 years

and that the useful life of tile flooring is 10 years. As the hardwood floors are at least 20 years old and as linoleum is not as hardy as tile and at least older than 10 years I find that there was no longer any useful life left to the floors and that the Landlord therefore did not lose any value as a result of the Tenant's actions. I also note that the Landlord obtained more rent for the unit even with damaged floors and therefore has not lost any rental value either. As there is no provision for claiming a future loss or a loss that has not been incurred or established, I dismiss the claim for future lost rental income. As the Landlord's claims have not been successful I decline to award recovery of the filing fee and in effect the application is dismissed in its entirety. I order the Landlord to return the security deposit of \$600.00 plus zero interest to the Tenant forthwith.

Conclusion

The application is dismissed.

I grant the Tenant an order under Section 67 of the Act for **\$600.00**. If necessary, 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: February 09, 2017

Residential Tenancy Branch