



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord for an Order to retain a portion of the tenant's deposits in satisfaction of their monetary claim for damage to the unit. The hearing was conducted by conference call.

The landlord attended the conference call hearing. The tenant did not attend although served with the application and Notice of Hearing as well as supporting evidence sent by registered mail to the respective forwarding addresses which the landlord testified as provided by the tenants at the end of the tenancy. The landlord provided proof of mail registration including the tracking number for the mail.

Issue(s) to be Decided

Is the landlord entitled to retain a portion of the tenants deposits in the amount claimed?

Background and Evidence

The undisputed testimony and evidence of the landlord is that the tenancy started October 28, 2013 and ended September 30, 2016. Rent payable under the tenancy agreement was \$2000.00 per month. At the outset of the tenancy the landlord collected a security deposit of \$1000.00 and a pet damage deposit of \$500.00 all of which they retain in trust. The landlord testified that at the start and end of the tenancy they and the tenant conducted condition inspections of the rental unit and the landlord completed the respective inspection reports (CIR). The landlord claims the parties did not arrive at agreement respecting the administration of the deposits. The landlord provided a copy of the CIR. It must be noted the CIR is incomplete and includes selected inclusions with an absence of any condition codes, as well as absence of any signatures by either

party. The landlord claims that the tenant left the rental unit unclean and damaged. The landlord claimed cleaning costs of \$125.00 supported by an invoice from the landlord's cleaner, repair or remediation costs for damage to walls inclusive of repainting costs in the sum of \$200.00, repair cost for a broken window screen in the amount of \$50.00, and the cost of replacement of the rental unit wood flooring in the mitigated amount of \$1057.00 representing 25% of the overall cost of \$4228.00.

The landlord's claims were all supported by invoices for the work. The landlord also provided photo images for their claims, of which the bulk was in support of damage to the wood flooring depicting multiple scratches and gouge marks as well as discernible wear to the finish of the flooring to the wood. The landlord testified the flooring to be 6 years old from new at the end of the tenancy. The landlord claims they were advised by their contractor that replacement of the entire flooring was the sole solution to address the damage due to compatibility issues respecting the flooring material.

Analysis

I find the landlord's CIR insufficiently completed so as to have any evidentiary weight. None the less I accept the landlord's undisputed testimonial, document and image evidence submitted as establishing their claim of compensation for damage to the unit. I accept the landlord's undisputed testimony that together with the tenant they inspected the rental unit at the start and end of the tenancy however the parties were not able to agree as to the administration of the tenant's deposits. I find the landlord has sufficiently mitigated their claim for the flooring replacement by their factoring of the useful life of the flooring into their claim. I further find the landlord has presented reasonable claims of compensation for wall remediation, cleaning and for the repair of a window screen. I find the landlord is entitled to compensation in the sum amount of \$1432.00. The landlord is further entitled to recover the \$100.00 filing fee paid for their application for a total award of **\$1532.00**.

I Order the landlord retain the tenant's deposits totalling \$1500.00 in partial satisfaction of the claim and **I grant** the landlord an **Order** under Section 67 of the Act for the balance due of **\$32.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

Conclusion

The landlord's application has been granted.

This Decision is final and binding.

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: April 26, 2017

Residential Tenancy Branch