



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord) for a monetary order for damages to the unit, for an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee.

Both parties appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issues to be Decided

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

### Background and Evidence

The tenancy began on July 1, 2014. Current rent in the amount of \$1,401.50, was payable on the first of each month. The tenant paid a security deposit of \$700.00. The tenancy ended on March 31, 2017.

The landlord's agent testified that the tenant caused damage to the wood floor by placing plant pots directly on the floor. The agent stated that when the water overflowed the pots it went underneath the wood floor panels causing the wood to rot from underneath. The agent stated that the tenant also caused damage to the wood floor by

drilling holes to stabilize a computer tower. The landlord seeks to recover the estimated damage in the amount of \$672.00. Filed in evidence are photographs. Filed in evidence is a estimate for repairs.

The tenant testified that they did have planters on the wood floor. The tenant stated that they washed the floors when they left. The tenant stated that any damage was pre-existing. The tenant stated that they did not drill any holes in the floor.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Under section 37 of the Act, the tenant is required to return the rental unit to the landlord reasonably clean and undamaged, except for reasonable wear and tear. Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

In this case, I accept the landlord's agent evidence over the tenant's evidence that the floor was damage from the water penetrating the wood panels from plant pots. The photographs support the landlord's version as they are a large number of planters directly on the wood floor and the damage appears to be more consistent with water penetrating the floor causing the wood to rot, rather than normal wear and tear. I find

the tenant breached the Act, when they failed to protect the wood floor and this caused damage to the wood floor.

However, I am not satisfied the holes in the wood floor were caused by the tenant, as the tenant stated that they were there at the start of the tenancy and covered up with their computer desk. As the landlord did not provide a copy of the move-in condition inspection, or a photograph of the item attached to the floor, I find both versions are possible. As the landlord has the onus to prove their version, I find the landlord has not met that burden.

Therefore, I find it is reasonable to award the landlord half the estimate cost of repairing the floor in the amount of **\$336.00**.

I find that the landlord has established a total monetary claim of **\$436.00** comprised of the above described amount and the \$100.00 fee paid for this application.

I order that the landlord retain the above amount from the security deposit in full satisfaction of the claim and I grant the tenant a monetary order for the balance due of their security deposit in the amount of **\$264.00**.

#### Conclusion

The landlord is granted a monetary order and may keep a portion of the security deposit in full satisfaction of the

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: September 20, 2017

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Residential Tenancy Branch