



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, FF

### Introduction

The landlord applies for a monetary award for a half month's rent, the cost of carpet cleaning and damages for damage to a hardwood floor and two bathrooms.

At the start of the hearing the tenant denied receiving the evidence filed by the landlord, including a copy of the details of the application. The landlord showed the application was sent to the tenant by registered mail. That mail went "unclaimed by recipient." The tenant believed it was sent to the wrong unit number at his location. The landlord disagreed. It was suggested that the landlord's claim be dismissed or withdrawn with leave to reapply, thus allowing the tenant full opportunity to see the documents if and when the landlord renewed the application. The tenant declined and expressed his wish to proceed at this hearing without benefit of having seen the landlord's evidence.

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

What does the tenant owe for occupation rent? Is the tenant responsible for floor damage, bathroom damage or carpet cleaning? If so, what is a proper award?

### Background and Evidence

The rental unit is a two bedroom condominium apartment. The tenant moved in in September 2015 with his family and signed on as a formal tenant in October 2016.

The tenant vacated and passed possession back to the landlord on April 28, 2017. Apparently the parties did a walk thru inspection at the end of the tenancy but the landlord failed to prepare the statutorily required report.

The monthly rent was \$2950.00 at the end of the tenancy due on the 15<sup>th</sup> of each month. The landlord holds a \$1425.00 security deposit.

The tenant agrees that he is responsible for rent to April 28. He paid rent March 15 for the month in advance. That rent would pay for the accommodation to the day before rent was due again, namely April 14. I find the tenant is responsible for rent April 15 to 28 inclusive, a total of fourteen days, and I award the landlord \$1376.62 in that regard.

The landlord produces photographs of the hardwood floor, bathrooms and carpet showing “before” and “after” conditions. He says the photos were taken just before and just after this tenancy. He produces a move in inspection signed in September 2015 that does not indicate damage to the claimed areas. The hardwood floor in the dining area shows significant marking with scratches and some marks that appear to be burns. In both bathrooms the roughly 15 cm wide board below the mirror to the counter top is swollen and warped to the point of touching the faucets.

He says that the handyman who performed the carpet cleaning for \$160.00 estimated the cost of hardwood repair at \$1200.00 and the cost of bathroom repair at \$450.00

The tenant takes issue with the date the landlord’s photographs were taken. He points out that there are no dates shown on any of the photos. He says the damage in the bathroom is from water from the mirrors and splashes seeping into the particle board type material, causing the observed swelling and warping.

The tenant admits responsibility for the reasonable cost of carpet cleaning.

## Analysis

### Rent

As determined above, the tenant owes the landlord \$1376.62 for occupation rent.

### Carpets

In all the circumstances of this case \$160.00 is not an unreasonable cost for carpet cleaning and I award that amount to the landlord.

### Hardwood Flooring

I do not accept the tenant's evidence that the floor damage occurred either before or after the tenancy. Had this damage been there at move-in I have little doubt it would have been noted in the condition inspection report. I find it most likely the "after" photos were taken at the move out on April 28. The photos show damage to the floor commensurate with damage over time. It is not reasonable that it all occurred over the short time between the move out and the landlord's bringing of this application.

The landlord's evidence about the cost to repair the floor damage is very thin. He consulted a handyman who gave him a verbal quote for replacement of an area of the flooring. There is no indication of the cost of material or labour. The landlord did not obtain competing quotes.

The landlord has not provided the evidence of any person professing knowledge in the area of hardwood floor repair to confirm that replacement is required, instead of repair by sanding out the marks and refinishing. I am not prepared to assume that replacement is required.

In all the circumstances of this case I consider \$600.00 for the cost of floor repair to be a reasonable assessment of the repair cost.

The floors are eight to nine years old. Residential Tenancy Policy Guideline 40 "Useful Life of Building Elements" sets 20 years as the useful life of hardwood flooring. I find that this floor was 42.5% of the way through its normal life. I award the landlord \$345.00 for the floor damage.

### Bathrooms

It is apparent from the landlord's photos that the damage claimed in the bathroom is water damage. It was likely caused as the tenant suggests, by condensation running down the mirrors and splashing from sinks located very close to the mirror wall. In my view such damage would not occurred in a properly constructed bathroom. In that area, near the sink and below a mirror, the underlying building element, in this case what appears to be particle board, should be fully sealed from any water ingress. The fact that it happened in both bathrooms reinforces this conclusion.

In these circumstances I find that the claimed damage in the bathrooms was reasonable wear and tear, given the construction method and materials used. I dismiss this item of the landlord's claim.

### Conclusion

The landlord is entitled to a monetary award of \$1881.62 plus recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$1475.00 security deposit in reduction of the amount awarded. The landlord will have a monetary order against the tenant for the remainder of \$406.62

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 20, 2017

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Residential Tenancy Branch