



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MND MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on July 17, 2018. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit and for damage or loss under the Act;
- 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,
- to recover the cost of the filing fee.

The Landlord attended the hearing. The Tenant did not attend the hearing. The Landlord stated that she sent the Tenant a copy of the Notice of Hearing and evidence by registered mail on December 5, 2017 (to the forwarding address the Tenant provided at the end of the tenancy). The Landlord also sent their amendment to the Tenant by registered mail on December 12, 2018. Pursuant to section 88 and 90 of the Act, I find the Tenant is deemed to have received these two packages on December 10, 2017, and December 17, 2018, the fifth day after their mailing.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order for damage to the unit and for damage or loss under the Act?
- Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

During the hearing, the Landlord testified the following:

They currently hold the Tenant's security deposit of \$600.00 plus a pet deposit of \$150.00. The Tenant moved out of the unit on October 31, 2017. The Landlord stated that she got the Tenant's forwarding address on November 28, 2017, and she applied to claim against this deposit on December 3, 2017.

The Tenant had an accident with the stove while she was living in the unit and caused multiple burn marks on the floor, such that a large part of the floor in the kitchen needed replacement. The Landlord stated that the floor was 5 years old at the time the tenancy ended. The Landlord stated that the Tenant never disputed that she burned the floor and it appeared the Tenant took responsibility for the flooring in previous conversations. However, the Landlord stated that the tenant has not paid anything so far.

The Landlord provided the invoice for the new flooring and stated it cost \$744.63 to replace the flooring in the unit. The Landlord stated that the flooring was a comparable quality to what was originally in the unit.

The Landlord also stated that the Tenant did not pay her water and sewer bills while she was a tenant. The Landlord provided a copy of the tenancy agreement which shows that the Tenant is responsible for paying this amount. The Landlord also provided a copy of the bills from the municipality, which they paid, and now want the Tenant to pay for because it is based on her usage while she was in the unit. These bills are \$369.23, and \$547.16, which total \$916.39.

Analysis

Based on all of the above, the evidence and the undisputed testimony provided at the hearing, I find as follows:

Kitchen Flooring - \$744.63

The Landlord stated that the floors were in very good shape at the start of the tenancy as per the condition inspection report, and were burned by the Tenant, as per the photos. I find the Tenant is responsible for this damage. I note the Landlord stated the floors in the kitchen were 5 years old at the end of the tenancy. Policy Guideline #40 provides guidelines for the useful life expectancy of several types of flooring. I note that laminate/vinyl flooring is not included in this list. However, as per this policy guideline, flooring items typically last between 10 years (carpet) and 20 years (hardwood). I find the useful life expectancy of the laminate/vinyl floors present in the rental unit is 15 years, which is the mid-point between the different types of flooring. Since the floors were 1/3 of the way through their useful life at the time they were replaced, I award the Landlord 66% of the cost they incurred to replace the floors. I award \$496.42.

Water and Sewer Bills - \$916.39

The Landlord also stated that the Tenant did not pay her water and sewer bills while she was a tenant. The Landlord provided a copy of the tenancy agreement which shows that the Tenant is responsible for paying this amount. The Landlord also provided a copy of the bills from the municipality, which they paid, and now want the Tenant to pay for because it is based on her usage while she was in the unit. These bills are \$369.23, and \$547.16, which total \$916.39.

Based on the evidence before me, I find the Tenant is responsible for this amount and I award the Landlord the full amount of \$916.39.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with their application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution. Also, I authorize the Landlord to retain the security deposit to offset the other money owed.

In summary, I find the Landlord is entitled to the following monetary order:

Item	Amount
Kitchen Flooring	\$496.42
Water and Sewer Bills	\$916.39
PLUS: Filing Fee	\$100.00
Subtotal:	\$1,512.81
LESS: Security/Pet Deposit	\$750.00

Total Amount	\$762.81
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Conclusion

The Landlord is granted a monetary order in the amount of **\$762.81**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: July 18, 2018

Residential Tenancy Branch