



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC-S, MND-S, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- 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;
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The landlord and her agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via email on February 7, 2020 and May 22, 2020. The landlord submitted copies of email confirmation reports which confirmed the tenant had received and opened the emails. I accept the undisputed affirmed evidence of the landlord and find that the tenant has been sufficiently served as per sections 88 and 89 of the Act. Although the tenant did not attend or submit any documentary evidence, I find that the tenant is deemed sufficiently served as per section 90.

At the outset, the landlord clarified that two amendment to an application for dispute were filed increasing the monetary claim. The first amendment was to \$28,392.32 and the second amendment was to increase the monetary claim to \$30,245.79. The landlord provided undisputed affirmed testimony that these amendments were served to

the tenant via email on February 7, 2020 and May 22, 2020 as part of the original application for dispute and the submitted documentary evidence. I find on this basis that the tenant has been sufficiently served as per section 90 of the Act via email.

Extensive discussions resulted in the hearing being adjourned to June 30, 2020 where the hearing was resumed. The landlord and her agent again attended and made submissions.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage, for money owed or compensation for damage or loss and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord seeks an amended monetary claim of \$30, 245.79 which consists of:

\$20,333.13	Estimated Replacement, Hardwood Floors
\$4,514.01	Contents Management, Estimated Moving cost furnishings
\$3,750.00	Loss of Rental Income, 1 month for floor replacement
\$660.00	Cleaning
\$206.15	Replace missing Lock
\$110.00	Replace 2 missing Fobs
\$200.00	Strata Fines
\$472.50	Report on Floor Damage

The landlord claims the tenant vacated the rental unit leaving the hardwood floors damaged; dirty which required cleaning; a missing lock which required replacement; failed to return 2 access fobs and incurred a strata fine.

The landlord provided undisputed affirmed testimony that days prior to the tenancy beginning in June 2017, new hardwood floors were installed. The landlord stated that the tenant was provided prior to moving in notification to have reasonable care to avoid damaging the floor. The landlord stated that the tenant had agreed to treat the floor

with care and abide by a “no shoes” policy. The landlord stated that the tenant caused widespread damage to the floor during the tenancy which was found to be beyond repair. The landlord seeks compensation for the replacement of the hardwood floors for an estimated cost of \$20,333.13. The landlord has submitted a copy of the estimate and an inspection report dated December 12, 2017. The conclusions of the report state that the flooring was dented and marked by shoe heel shoes and the finish scratched by unprotected furniture legs...”Use of the floor in this way is expected to result in the denting and scratching observed.”

The landlord also seeks recovery of costs associated to the BCFCA Inspection Report dated December 12, 2017 for which the landlord incurred a cost of \$472.50 for commissioning the report. The landlord stated that this is the cost of obtaining a 2nd expert report for the flooring damage caused by the tenant.

The landlord seeks estimated cost of \$4,514.01 for moving costs to remove the provided furnishings for “content management” to allow for the flooring repairs.

The landlord seeks the loss of rent for \$3,750.00 for the 1 month duration which was required to replace the hardwood floors.

The landlord seeks \$660.00 for the cost of cleaning the rental as the tenant vacated the unit leaving it dirty requiring cleaning. The landlord submitted 20 photographs showing the condition of the unit at the end of tenancy.

The landlord seeks \$206.15 for the cost of replacing a missing door knob/lock as shown in the submitted photograph and has provided an estimate for this cost.

The landlord seeks \$110.00 for the cost of replacing two access fobs which the tenant failed to return. The landlord stated that the cost of replacing each is \$55.00 and has provided a copy of a cheque issued by the landlord to the Strata for the cost of two fobs.

The landlord seeks \$200.00 as compensation for the cost of a Strata Fine imposed against the tenant which was not paid. The landlord stated that the fine was placed against the rental unit and the landlord was forced to pay this cost. The landlord has submitted a copy of a letter dated February 22, 2018 from the Strata notifying her of the fine.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

I accept the undisputed affirmed evidence of the landlord and find that the landlord has established a claim for the amended claim of \$30,245.79. The landlord has provided undisputed affirmed evidence that the tenant vacated the rental unit leaving it with damaged flooring which requires replacement, dirty which required cleaning, a missing door knob/lock, two missing access fobs, a strata fine and has caused the landlord to suffer a loss of rent and storage or furnishings over a 1 month period. The landlord has provided extensive documentary evidence and photographs of the damage and estimates and documentary evidence of costs.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee. I also authorize the landlord to retain the \$1,875.00 security deposit in partial satisfaction of this claim.

Conclusion

The landlord is granted a monetary order for \$28,470.79.

This order must be served upon the tenant. Should the tenant fail to comply with this order, the order may be filed in the Small Claims Division of the Provincial 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: July 3, 2020