



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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 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 the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. The tenant did not attend this hearing, although I waited until 1:50 p.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 1:30 p.m. The landlord attended the hearing and was given a full opportunity to provide affirmed testimony and present evidence.

The landlord testified that on May 10, 2022, a copy of the Application for Dispute Resolution and Notice of Hearing was sent to the tenant to the agreed upon e-mail address for service. The landlord provided a copy of the e-mail in support of service.

Based on the above evidence, I find the tenant to be deemed served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the tenant.

Issues

Is the landlord entitled to a monetary award for damage to the rental unit?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

The tenancy began on March 27, 2021 and ended on March 31, 2022. The tenant paid a security deposit of \$1650.00 at the start of the tenancy which the landlord continues to hold.

The landlord is claiming \$6090.00 in damages caused by staining to an area of dining room hardwood flooring. The landlord testified the staining appears to be caused by some cleaning products. The landlord submitted a picture of the damaged flooring as well as invoice estimates for the repair work. The landlord submits the entire flooring required sanding and refinish to match the color. The landlord testified that the repair work has since been completed and the invoice has been paid in full. The landlord testified that the flooring is only four years old. The landlord submitted a move-in and move-out condition inspection report reflecting the staining was not present at the start of the tenancy.

Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

Section 37 of the Act requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

I accept the landlord's undisputed testimony and evidence and find the tenant was responsible for the staining to the dining room floors. I find that the landlord has established the existence of the damage and provided an invoice in support of the actual amounts required to repair the damage.

Residential Tenancy Policy Guideline 40, Useful Life of Building Elements, provides that hardwood flooring has a useful life of 20 years. As per the landlord's testimony the flooring was approximately four years old at the end of the tenancy. Taking into account the 20% depreciation, I find it reasonable that the landlord be awarded 80% of the actual repair cost for an award of \$4,872.00.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$4,972.00.

The landlord continues to hold a security deposit in the amount of \$1650.00. I allow the landlord to retain the security deposit and pet deposit in partial satisfaction of the monetary award pursuant to section 38 of the Act.

Therefore, I find that the landlord is entitled to a Monetary Order in the amount of \$3,322.00.

Conclusion

I grant the landlord a Monetary Order in the amount of \$3,322.00. Should the tenant fail to comply with this Order, this 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: January 09, 2023

Residential Tenancy Branch