

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing and had opportunity to be heard.

Issue(s) to be Decided

Is the landlord entitled to a monetary order as requested?

Background and Evidence

The parties agreed that the tenancy began in August 2008 and ended on February 28, 2009 pursuant to a mutual agreement to end the tenancy. At the outset of the tenancy the tenants paid a \$900.00 security deposit and a \$300.00 pet deposit.

The landlord seeks to recover \$2,700.00 as the cost of refinishing the hardwood flooring in the rental unit. The landlord testified that the rental unit is less than two years old and that he lived in the unit for just over one year prior to the time the tenants moved in.

The landlord testified that when he moved out of the unit, he had caused some scratches to the hardwood flooring on the landing, but that the remainder of the floor was left undamaged. The landlord testified that the tenant caused a number of scratches, mostly on the main floor, which were relatively superficial but still visible.

The landlord theorized that the tenants' pets, two cats and a dog, had caused the damage. The landlord provided photographs of the floors showing the damage and testified that he received a verbal estimate of \$3,000 to refinish the floor. Because the landlord caused the damage at the landing area, he deducted the cost of replacing 10 boards and seeks just \$2,700.00 for the remainder of the floor. The tenant acknowledged that there were some scratches, but estimated that the total damaged area was approximately 2 square metres. The tenant argued that the damage could be

characterized as reasonable wear and tear, emphasizing that the damage was not done maliciously, and that the landlord had permitted him to have cats in the rental unit, thereby assuming a greater risk of damage to the hardwood. The tenant testified that his dog, a puppy, was in the rental unit for just two weeks and was not let out from his crate inside the house except to be held by his owners. The tenant testified that between the time the landlord inspected the rental unit and took the photographs of the damage and the time the final condition inspection report was completed, he used a stain stick on the scratches upon the recommendation of a flooring specialist. The tenant said he was told the mark from the stain stick would be noticeable at first but would wear and blend in with the surrounding floor after enduring some degree of traffic on the floor. The tenant objected to the absence of a written quotation.

The landlord also seeks to recover \$200.00 as the cost of repairing a cabinet in the rental unit. The landlord testified that on a side of the cabinet that faces the entry to the kitchen, the finish on the cabinet was damaged. The landlord testified that the cabinets have a matte finish and that the damaged area, which the tenant largely repaired, is shiny. The landlord testified that he received a quotation over the telephone that it would cost \$200.00 to repair the cabinet. The tenant acknowledged that a steaming kettle damaged the cabinet and testified that he used a cleaning agent recommended by a hardware store which successfully removed the stain. The tenant objected to the absence of a written quotation and noted that the estimate was given by an individual who did not view the damage.

The landlord also seeks to recover \$250.00 paid to clean the rental unit. The landlord testified that at the time a final inspection of the unit was completed, a number of areas were noted as unclean on the condition inspection report, namely window ledges and tracks, baseboards, both bathrooms and kitchen countertops. The landlord testified that the people who moved into the rental unit when the tenants vacated complained that the unit was not properly cleaned and requested compensation for the time they spent cleaning. The landlord gave the new tenants a \$250.00 rent reduction to compensate them for cleaning and estimated that it would have been 2-3 hours of work for professional cleaners. The tenant acknowledged that the cleaning agent used to clean the kitchen cupboards had gotten on the kitchen counter. The tenant did not comment

on the state of the rest of the unit.

Analysis

I begin by addressing the tenant's argument that a landlord who permits pets in a rental unit should expect a greater degree of damage which should be considered reasonable wear and tear. I disagree with this proposition. The Act permits landlords to collect a pet damage deposit from tenants who are pet owners in order to give the landlord some security with respect to damage caused by a pet. If the landlord were to expect a greater degree of damage as a result of having pets in the unit, the Act would not have contemplated that tenants could be held liable for pet damage, as is suggested by the existence of the pet damage deposit.

Turning first to the hardwood flooring, having examined the evidence submitted by the parties and considering that the tenancy was 7 months in duration, I find that the damage to the floors exceeds what may be characterized as reasonable wear and tear. However, the landlord acknowledged that he had damaged a portion of the floor prior to the commencement of the tenancy. The floor would have had to have been refinished in any event, even if the tenants had not caused damage. The landlord was prepared to give the greater share of responsibility to the tenant because the area damaged by the tenants was greater than that damaged by the landlord. I find it appropriate to lay the greater burden of the cost of refinishing on the landlord as it was he who first caused damage which would have required the refinishing of the floors. I find that the tenants must pay \$500.00 of the cost of refinishing and I award the landlord that sum.

In order to establish the claim for damage to the cupboards, the landlord must prove both liability and quantum. Liability is admitted, but I find that the landlord has not proven the quantum of damages for the cupboards. The cupboards were not inspected by a professional and I am not persuaded that the telephone quotation based on the landlord's description of the can be considered accurate. Further, it appears that most of the damage was repaired by the tenant, leaving just a shiny area. I find that this would have minimal impact on the value or life of the cupboards. The landlord's claim for the cost of repairing the cupboards is dismissed.

As for the landlord's claim for the cost of cleaning, I find that some cleaning was

required. However, I find that the claim for \$250.00 is excessive given the description of the cleaning required. While the landlord may have paid the new tenants \$250.00 to clean, this does not mean that the tenant should be responsible for the landlord's overpayment or generosity. Based on the amount of cleaning that was required, I find that \$100.00 will adequately compensate the landlord for cleaning and I award the landlord that sum.

Conclusion

The landlord has established a claim for \$650.00 which represents \$500.00 for the floors, \$100.00 for cleaning and \$50.00 for the filing fee paid to bring this application. I order that the landlord retain \$650.00 from the deposits and interest of \$1,207.28 in full satisfaction of the claim and I order the landlord to return the balance of \$557.28 to the tenants forthwith. I grant the tenants an order under section 67 for the balance due of \$557.28. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated June 05, 2009.