



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order permitting him to retain the security deposit. Both parties participated in the conference call hearing.

The landlord had submitted photographs to the Residential Tenancy Branch in support of his claim and testified that he sent them to the forwarding address provided by the tenant on the same day. The tenant denied having received the photographs and testified that she does not live at the forwarding address, but that the occupant at that address collects her mail and forwards it to her monthly. I find it more likely than not that the landlord served the tenant with the photographs at the address she provided and that the occupant either misplaced the photographs or is planning to forward them with whatever mail has accumulated at the address. When the tenant provided as a forwarding address a location at which she did not live and relied upon an individual rather than Canada Post to forward her mail. At the hearing she acknowledged that it took a month for that individual to forward the mail which shows him to be somewhat unreliable. I find that the tenant was properly served in accordance with the Act and it was a result of her own actions or those of her agent preventing her from accessing the photographs. The photographs have been considered in my deliberations.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began on October 24, 2011 at which time the tenant paid a \$375.00 security deposit, and ended on April 24, 2012. The parties agreed that although they both inspected the unit at the outset of the tenancy, they did not sign the condition inspection report at the same time. They further agreed that at the end of the tenancy, a final inspection was scheduled for April 25, but the tenant did not participate in the inspection.

The landlord testified that the laminate floor was new at the beginning of the tenancy and at the end of the tenancy, he found it had a dent in it. Both parties provided a photograph of the dent. The landlord estimated that it would take him approximately 6 hours to replace the damaged plank charged at a rate of \$40.00 per hour, which he testified is the standard rate for a ticketed journeyman carpenter such as himself. He estimated a further \$40.00 for materials for a total of \$308.16, which includes HST for his labour. The tenant acknowledged that the dent was not in the floor at the beginning of the tenancy, but stated that she did not know how it got there.

The landlord also seeks compensation for time spent cleaning the rental unit. He claims 4 hours of labour at a rate of \$25.00 per hour plus HST. The landlord testified that he found hair around the toilet, he had to clean the sinks, countertops and stovetop and that he had to remove food particles from kitchen baseboards. He further testified that the tenant had not removed all of her garbage from the rental unit and that she had left stickers on the walls. The tenant testified that she cleaned the unit and stated that if additional cleaning was required, it could not have amounted to 4 hours. She argued that she should not be responsible to clean the entryway of the unit as it was a common area and stated that the stickers left on the walls were easy-peel stickers which would have been easily and quickly removed. Both parties entered photographs into evidence.

Analysis

I find that the tenant is responsible for the dent in the floor as she did not dispute that the dent was not there before she moved in but was present at the end of her tenancy. I find that the dent is beyond what may be characterized as reasonable wear and tear and I find that the landlord is entitled to compensation. As of the date of the hearing, the affected plank had not yet been replaced. I find that because the dent is primarily cosmetic and does not affect the use of the floor, it is more appropriate to give the landlord an award to reflect the diminished value of the floor. I find that an award of \$100.00 will adequately compensate him and I award him that sum.

The tenant is required to leave the rental unit reasonably clean. I find that the tenant was not responsible to clean the common area, but I find that she left garbage there which had to be removed by the landlord. Reviewing the photographs, I find that some additional cleaning was required. I find that if the landlord spent 4 hours cleaning, he brought the unit to a spotless condition rather than to a reasonably clean condition. I find that an award of \$37.00, which represents 90 minutes of cleaning, will adequately compensate the landlord and I award him that sum.

I find that the landlord is entitled to recover the \$50.00 filing fee paid to bring his application.

Conclusion

The landlord is awarded \$187.00 which represents \$100.00 for the damaged floor, \$27.00 for cleaning and the \$50.00 filing fee. I order the landlord to retain \$187.00 from the \$375.00 security deposit and I order him to return the balance of \$188.00 to the tenant forthwith. I grant the tenant a monetary order under section 67 for \$188.00. 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: July 04, 2012

Residential Tenancy Branch