



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      mnd, mnsd

### **Introduction:**

The landlord has applied for resolution of a dispute in the tenancy at the above noted address, and requests a Monetary Order and an order to retain the security deposit.

### **Issues to be decided:**

I am asked to determine whether the tenant is liable for a monetary claim of the landlord following the ending of this tenancy, for damage to the floors, damage to a door, a missing cable box, and cost of replacement of a door lock. If awarded, I am asked to order that the landlord retain the security deposit in partial satisfaction of such award.

### **Background and Evidence:**

This tenancy began December 28, 2012 and ended April 2, 2013. The tenant rented a bedroom in a basement suite in the landlord's home. He shared a bathroom and kitchen area with other tenants in the basement. There was no written tenancy agreement. No condition inspection report was prepared at the start of the tenancy, or at the end of the tenancy.

The landlord alleges the tenant scratched a wooden floor in his premises. The floor has not been repaired or replaced, and the landlord estimates the cost to replace the floor will be \$450.00. No written invoice or estimate was tendered into evidence. The tenant submits that the floor was scratched prior to the start of the tenancy, and additional scratches occurred when appliances were moved during a flood in the basement.

The landlord alleges that a door was left with a hole in it, and estimates the cost to replace the door will be \$143.23. No written invoice or estimate was tendered into evidence. The tenant contends the door had a hole in it when his tenancy began.

The landlord alleges the tenant was provided a cable box at the start of the tenancy, and the box was missing when the tenancy ended. He estimates the value of the box is \$272.98, including installation. No written invoice or estimate was tendered into evidence. The tenant testified he had switched rooms part way through the tenancy, and the box was actually taken by a different tenant.

The landlord alleges the tenant made a copy of his entrance key, and only returned the original but not the copy, when his tenancy ended. The landlord changed the lock, and

spent \$162.32. No written invoice was tendered into evidence. The tenant testified he never made a copy of his key, and when he had returned to the premises he was let in by another tenant.

**Analysis:**

Tenants are generally required to pay for repairs where damages are caused, either deliberately or as a result of negligence, by the tenants or their guests, or their pets. In order for such compensation to be ordered, however, a landlord must prove on a balance of probabilities that the damages were in fact caused by the tenant, and also must prove that actual loss incurred.

Floors - The Residential Tenancy Act (section 23(4) and Regulation requires a landlord to prepare a condition inspection report at the start and end of every tenancy, and the landlord failed to do so. These reports are of essence in claims such as the one advanced by the landlord in this case, and in the absence of such report, and given the tenant's testimony that scratches on the floor pre-existed the tenancy, I find that the landlord has failed to demonstrate the difference in condition of the floor before and after the tenancy. Further, the landlord has provided no evidential support for the alleged cost to replace the floor. There is no evidence provided as to why the floor must be replaced rather than repaired. I also note that although the tenancy ended 8 months ago, no replacement has occurred to date. Based upon these factors, the claim for compensation for damage to the floor is unproven, and is dismissed.

Door – Given the absence of condition inspection reports, and the conflicting testimony, the landlord has not proven on a balance of probabilities that the damage to the door was caused by the tenant or a guest of the tenant. It is equally possible that the damage pre-existed the tenancy. Further, the landlord has provided no written estimates or other evidential support for the alleged cost to replace the floor. Based upon these factors, the claim for compensation for damage to the door is unproven as against the tenant, and is dismissed.

Cable box – Given the conflicting testimony, the landlord has not proven on a balance of probabilities that the cable box was taken by the tenant. It is equally possible that it was taken by another tenant. The claim for compensation for this loss is dismissed as against the tenant.

Change of locks - Given the conflicting testimony, the landlord has not proven on a balance of probabilities that the tenant retained a key to the premises. The claim for compensation for the cost of a new lock is loss is dismissed as against the tenant.

**Conclusion:**

Each component of the landlord's claim is dismissed.

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: December 19, 2013

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Residential Tenancy Branch

