



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$849.96. The applicant is also requesting that the respondent bear the \$50.00 cost of the filing fee paid for this hearing.

### Background and Evidence

The applicant testified that:

- The bathtub in the rental unit cracked during the tenancy and had to be replaced at a cost of \$660.00.
- She does not know how the bathtub cracked but thinks the tenants should be held liable for the cost, since it happened during their tenancy.
- There is also an outstanding utility bill of \$189.96.

The respondent testified that:

- The bathtub did crack during their tenancy but it happened under normal use.
- They did nothing during the tenancy abnormal or abusive to the bathtub.



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- They believe the tub must have been faulty or installed incorrectly.
- They do not dispute the claim for the utilities and had the landlord contacted them they would have agreed to have that amount deducted from the security deposit.

## Analysis

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met. In this case there is no evidence to show that the damage to the tub was caused by any wilful or negligent actions on the part of the tenant's.

I therefore deny the claim for the bathtub repair.

I further order that the applicant bear the \$ 50.00 cost of the filing fee paid for this hearing, because, I have denied the claim for the bathtub, and because I believe the tenants would have paid utility bill without a dispute resolution hearing.

## Conclusion

I order that the landlord may retain \$189.96 of the security deposit. I have issued an order for the remainder of the security deposit of \$260.04, plus interest of \$10.20 for a total of \$270.24 to be returned to the tenants.

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: June 04, 2009.

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Dispute Resolution Officer