

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties.

The Landlord filed for a monetary order to keep the security deposit and interest for damages to the rental unit, and to recover the filing fee, for a total claim of \$301.23.

The Tenant filed for a monetary order for money owed or compensation under the Act, for the return of all or part of her security deposit and interest and to recover the filing fee, for a total claim of \$3,745.00.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues(s) to be Decided

Is the Landlord entitled to the monetary relief sought?

Is the Tenant entitled to the monetary relief sought?

Background and Evidence

This tenancy began in November of 2007, with the Tenant renting a basement suite in the residential home owned by the Landlord. The Landlord, with her spouse and children, occupied the upper portion of the home.

There was one prior dispute resolution hearing between the parties, wherein the Tenant applied to dispute a Notice to End Tenancy issued to her for Landlord use. The two month Notice to End Tenancy was issued as the Landlord wanted to reoccupy the basement unit. The Tenant was unsuccessful in her claim, although the Notice to End Tenancy was automatically corrected under the Act, due to the ineffective end date given in the Notice, and the tenancy was extended by one month under the Act.

The Landlord's Claim

At the time the tenancy was ending the parties became involved in a dispute about repairs which were required to be made to a door in the subject rental unit.

The Landlord gave the Tenant an estimate to have the door replaced, as the Landlord did not feel it could be repaired. She assumed the labour rates would be \$30.00 an hour, and obtained a written estimate for the cost of the door at the request of the Tenant. The Landlord gave an estimate to the Tenant on removing the damaged door, purchasing a new door, having the new door machined (or milled) to insert the hinges to match the frame, then deliver and paint the door, totalling \$251.23.

The Tenant's Claim

The Tenant has claimed \$3,745.00 against the Landlord for return of her security deposit, plus damages for intimidation and loss of quiet enjoyment of the suite.

The Tenant admits she damaged the door, when her vacuum cleaner handle slid over and banged into the door. This apparently caused a hole in the wood surface of the hollow door approximately eight inches in diameter. On the other side of the door, opposite to the hole, there are cracks in the wood pushing outwards.

The Tenant testified she had made an appointment with a repair person to come in and fix the door, prior to her vacating the rental unit. However, the repair person did not attend at the appointed time. The Tenant vacated the rental unit without repairing the door. She was under the impression she had two weeks from the end of the tenancy to repair the door.

The Tenant priced a door at a hardware store and stated it would cost between \$25.00 and \$30.00 to replace.

The Tenant also claimed that the Landlord intentionally put a pine cone on the sidewalk whenever the Tenant made complaints about the noise from the upper unit, where the Landlord lived. The Tenant alleged the pine cones appeared 17 times over the course of the tenancy. She submitted photographs showing a single pine cone in the middle of the sidewalk.

The Tenant also submitted a spreadsheet outlining 26 other alleged infractions over the course of the tenancy. These included instances where the Landlord allegedly ran the vacuum cleaner upstairs for 15 seconds at 6:00 a.m., eight to ten times.

Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities, I find as follows:

I allow the Landlord's claim to keep the security deposit and interest in satisfaction of the claim for the door and the filing fee. I find that the Landlord has claimed a reasonable amount to install and paint a new door. The Landlord may keep the security deposit and interest, and no order is given for the minor balance.

I dismiss the Tenant's claim in its entirety as it is a frivolous and vexatious claim. Furthermore, I find her evidence lacked veracity. It is unreasonable to claim that a vacuum cleaner handle sliding into the door could cause the damage as claimed by the Tenant. Judging by the photographs and based on my experience numerous similar claims, the hole in the door would more likely have been caused by using substantial force. The damage appears to be more similar to holes caused by punching a door very hard.

Regardless, I find the Tenant's claim must be dismissed without leave to reapply.

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: November 30, 2009.

Dispute Resolution Officer