

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a Monetary Order for damage to the rental unit, for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulation or tenancy agreement, an Order to keep all or part of the security deposit and a Monetary Order to recover the filing fee.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and was sent to the tenant by registered mail. The tenant confirmed receipt of these documents.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the sink?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the *Act*?
- Is the landlord entitled to keep the security deposit?

Background and Evidence

Both Parties agree that this tenancy started on January 15, 2008 and ended on February 01, 2010. Rent for this unit was \$1,450.00 per month. The tenant paid a security deposit of \$700.00 on January 15, 2008.

The landlord testifies that the tenant damaged a sink during her tenancy. The landlord claims the move in condition inspection report shows that there was no damage to the sink at the start of the tenancy. The landlord claims that at the end of the tenancy during the move out condition inspection this crack was noticed and it appeared as if an object had been dropped into the sink as cracks emanated from an impact point.

The landlord claims the tenant would not take responsibility for this damage but did agree during the move out inspection that the landlord could deduct \$100.00 from her security deposit. The tenant has signed to agree this on the inspection report. The landlord claimed that this amount was an estimate for the replacement sink only.

The landlord claims he could not replace the sink with a like for like one as this model has been discontinued. The landlord had to purchase a different sink and this requires the counter top to be re-cut so the new sink will fit. The landlord claims the new sink cost \$250.00 and the labour costs are \$450.00. The landlord seeks to keep the tenants security deposit and accrued interest of \$710.10.

The tenant testifies that she did not agree that she caused this damage to the sink and asked the landlord to send her invoices for the work. The tenant claims she did not receive any invoices from the landlord.

The landlord has provided the back page of the move out condition inspection report in evidence but has provided no other evidence. The landlord claims he sent the move in and move out inspection report pages and a copy of the invoices and a photograph of the sink.

Analysis

I find the landlord has not presented sufficient evidence to support his claim. The pages received do show that this was page three and four of a four page fax but no other pages have come through in evidence. As I can see from the evidence that has been presented that the landlord did fax four pages and only two were received I am prepared to dismiss the landlords' application at this time and give him leave to reapply.

Conclusion

The landlords' application is dismissed **with 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: May 11, 2010.

Dispute Resolution Officer