

DECISION

Dispute Codes:

MNSD, MND, FF

Introduction

This is the Landlord's application for a monetary order for damages to the rental unit; to apply the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenant.

Both parties gave affirmed testimony at the Hearing.

Issues to be Decided

- Is the Landlord entitled to a monetary award in the amount of \$382.85 for damage to a toilet?

Background and Evidence

The tenancy started on January 1, 2010 and ended on March 31, 2010. The Tenant paid a security deposit in the amount of \$475.00 at the beginning of the tenancy.

The Landlord gave the following testimony and evidence:

- The Tenant advised the Landlord that the toilet was leaking on or about March 22, 2010.
- The Landlord hired a plumber to fix the problem. The plumber replaced the toilet at a cost of \$382.85.
- The Landlord provided a copy of the invoice from the plumber, with a written notation that it was the plumber's opinion that the toilet tank had cracked due to some impact near the handle.

- The Landlord believes that the tank cracked as a result of the Tenant's neglect.
- The toilet was approximately 15 or 16 years old. The Landlord testified that the rental unit was approximately 90 years old and that it had been renovated in the early 1980s.

The Tenant gave the following testimony:

- The Tenant denied breaking the toilet. She stated that she noticed a slow leak towards the end of March, 2010, and advised the Landlord right away.

Analysis

The Landlord stated that the toilet was about 15 or 16 years old. The Residential Tenancy Branch Policy Guidelines suggest a useful life for a toilet is 20 years, and therefore the toilet was most likely close to the end of its useful life.

The plumber's invoice provided in evidence discloses that the plumber replaced the entire toilet, and not just the tank. The Landlord did not provide any documentary evidence of the cost of replacing a toilet tank. Even if I were to accept that the Tenant negligently cracked the toilet tank, the Landlord has provided insufficient evidence of the cost of replacing the tank alone.

The Landlord's claim is therefore dismissed. The Landlord is holding the security deposit and I order that the Landlord return the deposit to the Tenant within 15 days of receipt of this Decision.

The Landlord has not been successful in his application and is not entitled to recover the cost of the filing fee from the Tenant.

Conclusion

The Landlord's application is dismissed.

The Landlord is ordered to return the security deposit to the Tenant within 15 days of receipt of this Decision.

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: August 23, 2010.

Dispute Resolution Officer