



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing and had opportunity to be heard.

### Issues to be Decided

Is the landlord entitled to a monetary order as claimed?

### Background, Evidence and Analysis

The parties agreed that the tenancy began in September 2006 and ended on April 30, 2010. At the outset of the tenancy the tenant paid a \$900.00 pet deposit and a \$900.00 security deposit. I address the landlord's claims and my findings around each as follows.

- [1] **Front door replacement.** The landlord seeks to recover \$1,100.00 for damage to the front door of the rental unit. The landlord testified that the solid wood door, which he estimated to be approximately 36 years old, was damaged by the tenant's dog on the inside while the exterior of the door was also damaged by the tenant with several scratches. The landlord presented an invoice showing that it cost \$1,392.16 to replace the door and seeks to recover \$900.00 of the repair costs. The landlord testified that he was told that the cost to repair the door would be almost as much as the cost of replacement. The tenant acknowledged that his dog had scratched the door but testified that he obtained an estimate from a friend,

M.B., who testified that he could repair the door for \$300 - \$400. M.B. testified at the hearing and stated that he runs a home renovation and repair business and could have repaired the door for the price quoted to the tenant. A depreciation table in Residential Tenancy Policy Guideline #37 identifies the useful life of a door as 20 years. In this case, the door was a solid wood door which was presumably of a higher quality than the door contemplated in the depreciation table and I find that its useful life could easily have been as much as double the life of a lower quality door. However, I find that the door was nearing the end of its useful life. I find that the tenant's actions caused damage to the door, but as the door had little useful life remaining, any award must be nominal. I find that \$100.00 will adequately compensate the landlord for the damage to the door and I award him that sum.

- [2] **Countertop damage.** The landlord seeks to recover \$200.00 for damage to the edge of a kitchen countertop. The landlord testified that at the end of the tenancy it was discovered that a corner of the kitchen countertop had been removed and replaced incorrectly. The glue used to affix the corner to the counter was difficult to remove and the landlord testified that he had to scrape and sand the area to permit repairs to be done. The landlord submitted an invoice showing that he paid \$168.00 to have the corner replaced. The tenant testified that the corner fell off several months before the end of the tenancy and acknowledged that his sister glued the corner back onto the counter the wrong way. I find it unlikely that the corner fell off without some degree of pressure having been applied and find that it fell as a result of the actions of the tenant, his family members or his guests. I accept that the faulty attempt to repair the corner made it more difficult to repair, requiring the landlord to spend time removing the glue. I find that the tenant should be held responsible for the cost of the repair, which I find reasonable in the circumstances. I award the landlord \$200.00.

- [3] **Garden repairs.** The landlord seeks to recover \$150.00 as the cost of repairing the gardens at the residential property. The landlord testified that when the tenant

surrendered possession of the rental unit, the garden area on the residential property had become extremely overgrown, requiring the landlord to spend some 10 hours restoring the garden. The landlord provided photographs of the area before and after work had been completed. The tenant provided photographs of the garden area as it had been kept during the tenancy and testified that because he vacated the unit in the early spring, he did not have the opportunity to restore the garden to the state it had enjoyed throughout the tenancy. Despite the fact that the tenant vacated the unit when the weather was not ideal for working in the garden, the tenant bore the responsibility to ensure that the garden was not left in an unkempt and overgrown state. It is clear from the tenant's photographs that the garden was spectacular during the tenancy and while the tenant was not obligated to restore the garden to the glory it enjoyed during the summer months, he was obligated to ensure that the garden was not overgrown. I find that the tenant failed to return the garden to the landlord in a state of reasonable repair and find that the landlord is entitled to compensation for the time spent grooming the garden. I find the landlord's claim to be reasonable and I award the landlord \$150.00.

- [4] **Repairing and repainting walls.** The landlord seeks to recover \$100.00 as the cost of repairing damage to the walls in the kitchen and bathroom and repainting those walls. The landlord claimed that prior to the tenancy, the unit had last been painted in 2004. The landlord provided a photograph of the kitchen showing that the wall had been damaged, requiring repair and repainting. The landlord testified that a bathroom wall had also been damaged and repairs and repainting were required. The tenant acknowledged that there were some gouges in the walls. Residential Tenancy Policy Guideline #37 identifies the useful life of interior paint as 4 years. I find that as the unit had last been repainted 6 years prior to the end of the tenancy, the paint had outlived its useful life. I accept that some repairs were required to address gouges in the walls and I find that the landlord should be entitled to compensation for those repairs. I find that \$50.00 will adequately compensate the landlord and I award him this sum.

- [5] **Missing items.** The landlord seeks to recover \$50.00 for a microwave oven, \$100.00 for a desk, \$30.00 for a ladder, \$20.00 for a drawer insert and \$50.00 for a broiler pan and rack that were missing at the end of the tenancy. The landlord testified that a 20 year old microwave oven was in the unit at the beginning of the tenancy and was discarded by the tenant. The tenant acknowledged having discarded the microwave but testified that at the outset of the tenancy he told M.A., the landlord's son who acted as the landlord's agent throughout much of the tenancy, that he did not want the microwave and that the microwave stopped functioning so was disposed of. M.A. testified that he could not recall having discussed the microwave with the tenant. The landlord testified that a rolltop desk was in the rental unit at the beginning of the tenancy and was missing at the end of the tenancy. The tenant testified that he told M.A. he did not want the desk and was advised that he could dispose of it if he wished. The tenant donated the desk to a local charity. The tenant's witness K.H. testified that he overheard M.A. tell the tenant that he could dispose of the desk. M.A. testified that he could not recall a conversation about the desk. The landlord testified that at the end of the tenancy, he brought a missing aluminum ladder to the attention of the tenant and that the tenant had advised that he had probably packed the ladder. The tenant denied having made that statement and testified that the landlord had left a number of items in the shed, all of which were left in the shed at the end of the tenancy. The tenant denied having taken the landlord's ladder. The landlord testified that a drawer insert and a broiler pan were in the unit at the outset of the tenancy and that they were missing at the end. The tenant testified that he installed his own drawer inserts and denied that there were inserts in place at the beginning of the tenancy. The tenant testified that he cannot recall whether there was a broiler pan in the unit when he moved in but testified that he did not remove a pan from the unit. M.A. testified that he can recall having a conversation with the landlord at the beginning of the tenancy about items such as the broiler pan having been left in the unit. I accept that the tenant disposed of the microwave oven and the rolltop desk. M.A. could not recall a conversation about either the oven or the desk, but K.H. recalled M.A. having said that the tenant could discard the desk. I find insufficient evidence

to prove that the tenant did not have permission to discard the oven and desk. Further, the oven was 20 years old and its value minimal. The landlord did not complete a detailed list at the beginning of the tenancy to show which items were left in the rental unit and absent such a list, I am unable to find that the items the landlord alleges to have left were indeed in the rental unit at the time the tenant took possession. Although M.A. recalled conversing with his father about small items left in the unit, I find this insufficient to prove that the broiler pan, ladder and drawer insert were specific items left in the unit. As with the oven, I find that the value of these items would have been minimal in any event. The claim is dismissed.

- [6] **Light bulbs.** The landlord seeks to recover \$20.000 as the cost of light bulbs which were burned out at the end of the tenancy. The tenant acknowledged that some bulbs were burned out at the end of the tenancy. Residential Tenancy Policy Guideline #1 states that tenants are responsible to replace light bulbs during the tenancy. As the tenant has acknowledged that some bulbs were burned out and as I find the landlord's claim to be reasonable, I award the landlord \$20.00.
- [7] **Filing fee.** The landlord seeks to recover the \$50.00 paid to bring this application. I find that the landlord is entitled to recover the fee and award the landlord \$50.00.

In summary, the landlord has been successful in the following claims:

Door replacement	\$100.00
Countertop damage	\$200.00
Garden repairs	\$150.00
Repairing walls	\$ 50.00
Light bulbs	\$ 20.00
Filing fee	\$ 50.00
<b>Total:</b>	<b>\$570.00</b>

Conclusion

The landlord has established a claim for \$570.00. I order that the landlord retain this sum from the \$1,800.00 in security and pet deposits and the \$57.57 in interest which has accrued to the date of this judgment of in partial satisfaction of the claim and I order the landlord to return the balance of \$1,287.57 to the tenant forthwith. I grant the tenant a monetary order under section 67 for \$1,287.57. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: October 05, 2010

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Dispute Resolution Officer