



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MND, MNR, MNSD

### Introduction

This was an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the monetary award. the hearing was conducted by conference call. The named parties appeared on behalf of the landlord and the tenants.

### Issues(s) to be Decided

Is the landlord entitled to a monetary order and if so, in what amount?

### Background and Evidence

The rental unit is a house on a one acre lot. The tenancy began in March, 2006. The monthly rent was \$1,500.00. The tenant paid a \$1,500.00 deposit; \$1,100.00 was paid in March, 2006 and \$400.00 in March, 2007. The tenancy agreement made in March, 2007 recorded the payment of a \$750.00 security deposit and a \$750.00 pet deposit. But the tenant testified that he had no pets s=during the tenancy.

During the tenancy the tenants burned the kitchen countertop. In February 2007 they acknowledged the damage in writing and stated that they would: "repair it soon".

The tenants moved out on April 30, 2010. A condition inspection was conducted on May 1, 2010. The landlord has claimed compensation for damage caused to the fireplace. The photographs produced by the landlord show that the tenant glued or

fixed pieces of 2X4 wood with plastic or foam corners to the edge of the fireplace. The landlord said that the wood could not be removed without destroying the ceramic tiles. The tenant testified that he affixed the wood because he was afraid his young child would fall and hit his head on the sharp corner; he said the wood perimeter could have been removed without damaging the fireplace.

The landlord also claimed that the tenant spilled water and damaged the laminate floor installed in the rental unit. The floor was installed in 2007 at the request of the tenant to replace carpet in the rental unit.

The landlord claimed \$1,991.54 as the cost to replace the countertop. He claimed \$650.00 to repair the fireplace and \$450.00 to repair the laminate floor.

The parties apparently agreed that the tenants could repair the countertop after the tenancy ended, but did not agree as to the nature of the repair. The tenant said the amount claimed by the landlord for the counter was too high. He said he could have repaired it more inexpensively, but the landlord refused to permit him to do the work. The landlord noted that the tenant proposed to repair the counter top by replacing only a portion of it and such a repair would be inappropriate and unsightly.

### Analysis and conclusion

I accept the landlord's submission that replacing only a portion of the countertop would not be an acceptable repair. The tenant acknowledged liability for the damage and the landlord is not obliged to accept a sub-standard repair of the damage caused by the tenant. The tenant however is entitled to the benefit of a discounted repair cost to take into account that the countertop that was damaged was used and it was or will be replaced by a new one. I was told that the counter top although in good condition before it was burned was at least ten years old. According to the Residential Tenancy Policy Guideline with respect to rent increases, the useful life of a countertop is estimated at 25 years. I allow the landlord's claim for the replacement of the countertop, but I limit

the award to the sum of \$1,300.00 to take into account the depreciated value of the countertop that was replaced.

I accept the landlord's evidence with respect to the damage caused to the fireplace. I accept that the laminate flooring was installed new during the tenancy and it was damaged by the tenant but the landlord has submitted an estimate only that covers painting, not the tenant's responsibility, the fireplace repair and the replacement of laminate flooring. The estimate for the fireplace repair is not itemized and I find the amount claimed has not been justified. I allow the claim for the fireplace in the amount of \$200.00 only. I find that the landlord is entitled to the sum of \$450.0 as claimed to replace the damaged laminate floor.

The full award to the landlord is the sum of \$1,950.00. The landlord is entitled to recover the \$50.00 filing fee paid for his application for total award of \$2,000.00. I order that the landlord retain the security deposit and interest of \$1,549.12 in partial satisfaction of the monetary award and I grant the landlord an order under section 67 for the balance of \$450.88. this order may be registered in the Small Claims Court and enforced as an order of that court.

Dated: November 08, 2010.

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