



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      FF, MND, MNSD

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$988.15. The applicant is also requesting recovery of the \$50.00 filing fee. The applicant had wanted to amend the order to a higher amount but I am not willing to accept an amendment to the application on such short notice. The applicant will therefore have to file a separate application to deal with any other issues.

### Background and Evidence

The applicant testified that:

- There is a move out fee of \$50.00 that has to be paid to the strata Corp. and the tenant has failed to pay this fee.

- The stove in the rental unit was new when the tenant moved in however when the tenant moved out the stovetop was badly damaged from having been cleaned with an abrasive cleaner.
- The tenants also damaged the microwave oven, and as a result the microwave oven handle needed to be replaced.
- Three screens in the rental unit were also damaged and had to be repaired.

The applicant is therefore requesting an order as follows:

Strata move out fee	\$50.00
Handyman cost to take microwave for repair	\$56.50
Microwave repair cost	\$52.92
Repair of three screens	\$109.76
Filing fee	\$50.00
Total	\$912.67

The respondent testified that:

- He does not dispute the \$50.00 move out fee.
- He does dispute the claim for the stovetop replacement, because the stovetop was left clean and undamaged at the end of the tenancy. It is his belief that the landlords damaged it after the tenancy was over.
- He does dispute the claim for repairing the microwave, because he offered to have the handle replaced and the landlord refused to allow him to do so.
- He disputes the claim for repair of the screens because although three screens were damaged, two of them were bent back into place at the end of the tenancy and were fine, and he offered to repair the third screen but again the landlord refused to allow him to do so.

The first witness for the tenant testified that:

- She saw the stovetop at the end of the tenancy and the stovetop was in good condition.
- She also saw the cleaner that was being used on the stovetop by the person that was hired to clean and it was a proper cream cleaner meant to be used on these types of stove tops.
- She has seen the photos that the landlord has supplied of the stovetop, and the damage shown in the photos did not exist at the end of the tenancy.

The second witness for the tenant testified that:

- She was the one who cleaned the stove at the end of the tenancy.
- To clean the stove she used a powdered cleaner and a scrubber.
- She has seen the photos that the landlord has supplied of the stovetop, and the damage did not exist when she was finished cleaning.

### Analysis

The respondent does not dispute the move out free and therefore I allow that portion of the claim.

I also allow the claim for replacing the stovetop. I do not find the testimony from the respondent and the respondent's witnesses to be reliable, because some of the testimony was contradictory. One witness testified that the stove was being cleaned with the proper cream cleaner required for that type of stovetop however the other witness testified that she is the one who cleaned the stove and she used a powder type cleaner and a scrubber. Further I find it very unlikely that if the stove was left clean as claimed by the respondent, that the landlords would then attempt to clean it again with an abrasive cleaner and cause the damage themselves.

I also allow the claims for repairing the microwave oven and the screens because although the tenant claims that he offered to have these items repaired, he has provided

no evidence in support of that claim. The tenant has also argued that these costs are excessive however I have reviewed the invoices and I do not find the amounts to be unreasonable.

Having allowed the landlords full claim I also order recovery of the filing fee.

### Conclusion

I have allowed the landlords full claim of \$912.67. Therefore the landlord may retain the full security deposit plus interest of \$426.50, and I have issued a monetary order for the difference of \$486.17.

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: March 17, 2011.

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Residential Tenancy Branch