



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MND, MNDC, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of repair to the rental unit and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a claim against the security deposit and if so in what amount? Is the landlord entitled to the recovery the filing fee?

Background and Evidence

The tenancy started on April 01, 2003 and ended on June 30, 2010. The monthly rent was \$863.00. Prior to moving in, the tenant paid a security deposit of \$387.50. The rental unit is located in the lower level of a two level home. The landlord lives upstairs.

The home is approximately 40 years old. The landlord purchased the home in 1996 and stated that to the best of her knowledge, the basement was finished in 1986. The landlord had not made any renovations or upgrades to suite in the basement, prior to the tenancy.

The landlord stated that carpet in the living room had a large red paint stain and the carpet in the bedroom had some mould spots. The landlord replaced the carpet with laminate.

The landlord stated that the bathroom sink was chipped and had to be replaced. The tenant stated that the chips were there when she moved in and she attempted to cover them up with paint as they were unsightly.

The landlord is also claiming the cost of replacing the lazy susan in the kitchen cabinet which she stated was broken. The tenant stated that the lazy susan was shaky right from the start of the tenancy but worked sufficiently well to be used. She stated that she used it right through the tenancy without any problems.

The landlord stated that crisper and one shelf in the refrigerator were broken. The landlord replaced the refrigerator as replacement parts were not available. The tenant stated that at the start of the tenancy the refrigerator was very old, the crisper was broken, a shelf peg was missing and there were rust stains in the refrigerator. She stated that the rust stains increased with time and by the end of the tenancy the refrigerator was visibly rusty.

The landlord is claiming the following

1.	Supplies and installation of living room and bedroom flooring	\$886.10
2.	Replace bathroom sink and plumbing	\$465.92
3.	Replace lazy susan	\$78.39
4.	Replace refrigerator	\$280.00
	Total	\$1,710.41

Analysis

Section 37 of the *Residential Tenancy Policy Guideline* speaks to the useful life of an item. I will use this guideline to assess the remainder of the useful life of the items that the landlord is claiming replacement costs of. The basement suite was finished in 1986 and the landlord purchased the home in 1996. The landlord stated that she had not made any changes and therefore all the items in the suite were at least 14 years old at the end of the tenancy.

As per this policy, the useful life of carpets is ten years, of sinks and refrigerators is 15 years and of furniture is 10 years. . As stated above the basement was finished in 1986 and the landlord has not made any improvements to the suite. On a balance of probabilities, it is likely that the items that the landlord replaced were approximately 24 years old and had all outlived their useful life. Even if the tenant had caused damage I find that having outlived their useful lives, the above items needed to be replaced anyway.

Accordingly, the landlord's claim for \$1,710.41 is dismissed and she must bear the cost of filing this application.

I order that the landlord return the security deposit (\$387.50) plus accrued interest (\$13.72) to the tenant in the total amount of 401.22 within 15 days of receipt of this decision.

Conclusion

I hereby order that the landlord return \$401.22 to the tenant within 15 days of receiving 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: June 02, 2011.

Residential Tenancy Branch