



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

Some documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

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

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$901.49 and a request to retain the full security deposit towards the claim.

Background and Evidence

The applicant testified that:

- The tenant failed to pay the March 2012 Hydro in the amount of \$128.66.
- The tenant also owes Hydro that exceeded the equal payment plan in the amount of \$192.48.
- The tenant agreed to pay for burned-out light bulbs in the amount of \$27.47.
- The tenant damaged a granite countertop with toilet bowl cleaner and the countertop is not repairable and will need to be replaced. The replacement cost of the countertop itself is \$334.88 and the installation cost is \$168.00.

The applicant is therefore requesting a monetary order as follows:

March 2012 rent outstanding	\$128.66
Replace burned-out light bulbs	\$27.47
Damaged countertop	\$334.88
Installation of countertop	\$168.00
Filing fee	\$50.00
Total	\$901.49

The respondent testified that:

- She made a Hydro payment on March 1, 2012 and therefore does not believe she owes any Hydro for the month of March 2012.
- She does not dispute the request for Hydro exceeding the equal payment plan nor does she dispute the claim for burned-out light bulbs and is willing to pay both of these.
- She disputes the claim for the damaged countertop, because before she could attempt to repair the damaged countertop herself the landlord sprayed on a sealant and she therefore believes that it was then impossible to repair, as the damage was now sealed in.

In response to the tenant's testimony the landlord testified that:

- The Hydro payment made on March 1, 2012 was for February 2012 Hydro, as you will see on the original tenancy agreement it states that Hydro is to be paid on the 1st day of the following month.
- The countertop cannot be repaired because the damage is permanent and has corroded the granite; it is not because the granite has been sealed.

Analysis

The tenant does not dispute the claims for excess Hydro, or light bulbs and therefore I allow those portions of the claim

It is my finding that the tenant has not paid the March 2012 Hydro, because the tenancy agreement clearly shows that payment is made on the 1st of the following month. Therefore I agree with the landlord that the payment made on March 1, 2012 was for February 2012 Hydro. I therefore allow the landlords claim for March 2012 Hydro.

I also allow the landlords claim for replacing the damaged granite countertop. I am not convinced that the landlord has done anything that would impede the repair of the damaged countertop if it were repairable. I accept the landlords claim that the top cannot be repaired. I therefore also allow the landlords claim for the cost and installation of the replacement top.

I also allow the request for recovery of the filing fee.

Conclusion

I have allowed the landlords full claim of \$901.49. I therefore order that the landlord may retain the full security deposit of \$625.00 and have issued a monetary order in the amount of \$276.49.

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 12, 2012.

Residential Tenancy Branch