



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

1. A monetary order pursuant to Section 67;
2. An Order allowing the landlord to keep a portion of the security deposit; and
3. An Order to recover the filing fee pursuant to Section 72.

Both parties appeared at the hearing of this matter, I therefore accept that the tenant was properly served with the Application for Dispute Resolution hearing package.

On the basis of the solemnly sworn evidence presented at the hearing a decision has been reached.

Background and Findings

Monetary Order

Damage

The landlord testified that the tenants placed a hot pot on the countertop causing a round burn mark on the countertop. The landlord had estimates to repair the damage and the cost is \$1,590.00 with tax. The landlord has apportioned that sum to \$550.00 for the area of the countertop that she believes to be the tenant's responsibility. In addition to the \$550.00 the landlord is also seeking to recover the \$50.00 filing fee paid for this application. The landlord holds a security deposit of \$600.00 and she is seeking to retain that sum in satisfaction of this claim.

The tenant says she takes responsibility for the burn mark in the countertop but says that she has been told that she should not be held responsible for the costs of replacing the entire countertop.

Findings

The landlord applies for a monetary order in the sum of \$550.00 plus the \$50.00 filing fee. The tenant agrees that she is responsible for the subject damage but submits she should not have to pay for an entire countertop replacement. I agree and, in fact, the landlord has not charged for replacing the entire counter. The landlord only seeks \$550.00 of the \$1,590.00 cost to repair the counter and I find this to be reasonable and appropriate in the case. I will therefore allow the landlord's claim in this regard along with her claim to recover the \$50.00 filing fee paid for this application.

The landlord holds a security deposit of \$600.00 with no interest having accrued and I direct the landlord to retain that deposit in full satisfaction of this claim.

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*.

Residential Tenancy Branch