



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD FF O

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both the landlord and the tenant participated in the conference call hearing.

At the outset of the hearing, the tenant confirmed that he had received the landlord's application and evidence. The tenant did not submit any documentary evidence but both parties were given full opportunity to provide testimonial evidence in the hearing. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 30, 2011. On that date, the landlord and the tenant conducted a move-in inspection and completed a condition inspection report. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$510. The tenancy ended on May 31, 2013. On that date, the landlord and the tenant conducted a move-out inspection. The tenant agreed in writing that the landlord could keep \$45 of the security deposit for cleaning costs, but he did not agree with the landlord's assessment of the need to replace the kitchen countertop.

The landlord stated that the tenant had damaged the kitchen countertop in two locations; specifically, there are burn bubbles on the counter near the stove, and a burn mark near the sink. The landlord stated that the countertops were approximately five years old. The landlord has not yet carried out the work to replace the countertop, but he provided estimates and has claimed \$1186.50 for the countertop and \$452.48 for a

plumber to remove the sink, faucet, garburator and dishwasher and then re-install them once the new counter is installed. The landlord confirmed that a new tenant is currently occupying the rental unit.

The tenant's response was that he did not believe the whole countertop needed to be replaced. He felt that the bubbles on the laminate countertop could have been easily caused by hot oil near the stove, and this is simply normal wear and tear. The tenant acknowledged causing the black mark, but did not think the landlord should be entitled to costs to replace the entire countertop simply so the tops will match.

Analysis

Upon consideration of the evidence, I find that the landlord is not entitled to any portion of his claim. The landlord's photos of the countertops show minimal damage of an aesthetic nature. The landlord did not take depreciation into consideration in his claim. The landlord has not incurred any actual loss, and was able to re-rent the unit with the countertops in their current condition.

As the landlord's claim was not successful, he is not entitled to recovery of the \$50 filing fee for the cost of his application.

Conclusion

The landlord's application is dismissed.

The tenant authorized the landlord to retain \$45 of the security deposit for cleaning costs. The landlord must return the balance of the security deposit to the tenant. I grant the tenant an order under section 67 for the balance due of \$465. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: October 10, 2013

Residential Tenancy Branch