



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Widsten Property Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This is an application filed by the Landlord for a monetary claim for damage to the unit, site or property, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

This Tenancy began on March 1, 2004 on affixed term tenancy until February 28, 2005 and then thereafter on a month to month basis as shown by the submitted copy of the signed tenancy agreement. The monthly rent was \$1,000.00 payable on the 1st of each month and a security deposit of \$500.00 was paid on February 13, 2004.

The Landlord seeks a monetary claim of \$171.57 for damage to broken fridge parts. This consists of 3 door shelves @ \$27.45 each and a crisper housing for \$81.05, plus tax. The Tenants dispute the claim. The Landlord relies on the submitted invoice and a condition inspection report completed for the move-in on March 2, 2004 and the move-out on August 26, 2013. The report notes that there is a broken refrigerator handle. Both parties agreed that the Landlord added the notation after the fact stating that there are 3 broken shelves and a broken crisper housing. The Tenant states that the broken parts failed due to poor design and general poor build quality. The Landlord has

provided a copy of the invoice from April 26, 2005 which shows that the refrigerator was purchased new and installed at that time. The Tenant stated in his direct testimony that the broken parts in the refrigerator were never reported to the Landlord for atleast two years.

Analysis

I find on a balance of probabilities that I prefer the evidence of the Landlord over that of the Tenant. The move-in inspection report clearly shows that there are no issues with the refrigerator. The invoice from April 26, 2005 clearly shows that a refrigerator was installed with no issues. The Tenant has not provided sufficient evidence that the damaged parts for the refrigerator failed due to normal wear and tear during the tenancy or that the Landlord was advised of such. The Landlord has established a monetary claim of \$171.57 for the recovery of damaged parts. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain \$221.57 from \$517.69 security deposit and the accrued interest to date in satisfaction of the claim and I grant a monetary order to the Tenant for the balance of \$296.12. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord may retain \$221.57 from the security deposit.
The Tenant is granted a monetary order for \$296.12.

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: November 29, 2013

Residential Tenancy Branch

