



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an application by the landlord for an order to retain part of the security deposit as compensation for damage to the rental unit. The landlord, one tenant and a witness for the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that he had received the landlord's application and evidence. The tenant stated that he had left evidence in the crease of the landlord's door on or about May 23, 2014; however, the landlord stated that she did not receive it. As the landlord did not receive the tenant's evidence and the tenant did not serve it in accordance with the Act, I excluded the tenant's documentary evidence. Both parties were given full opportunity to give testimony and present their admissible evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to retain \$374 from the security deposit?

### Background and Evidence

The tenancy began on July 1, 2013. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$475. On June 7, 2013 the landlord and the tenants carried out a move-in inspection and completed a condition inspection report. The tenancy ended on February 1, 2013. On February 3, 2014 the landlord and the tenants carried out a move-out inspection and completed a condition inspection report. In this report, the tenants acknowledged that there was a crack in the bathroom sink.

The landlord stated that in the move-out inspection the tenants acknowledged responsibility for the crack in the sink. The sink was only one year old. The sink was a full combo with the countertop, so in order to replace the sink the full unit had to be replaced. The landlord stated that she also had to buy a replacement faucet, because the old one would not fit in the replacement sink. In support of her claim, the landlord submitted the condition inspection reports, bills for the sink that was damaged and the replacement sink and faucet and photographs of the damage. The landlord stated that she took steps to try to keep the costs for the sink replacement as low as possible, by doing the work herself, and by purchasing a comparable sink and countertop unit. The landlord has claimed \$234 for the sink and countertop, and \$140 for the faucet.

The tenant's response to the landlord's claim was that he did not notice the crack in the sink during the tenancy. The tenant and his witness described an incident that occurred approximately halfway through the tenancy, where the tenant reached for a hand towel and the towel rack came off the wall and landed in the sink. The tenant stated that this may have been the incident that cracked the sink. The tenant submitted that the towel rack was not installed correctly, as there were no drywall anchors used for it. The tenant stated that he found it hard to believe that the landlord could not find the same faucet after only one year.

The landlord's response to the tenant's evidence was that while it may have been the towel rack that cracked the sink, the tenant who was not present in the hearing may have previously pulled the towel rack out of the wall. The landlord stated that she was not told at all during the tenancy about this damage, and the tenants were not honest at the move-out inspection about the sink or towel rack damage.

### Analysis

Upon consideration of the evidence and on a balance of probabilities, I find that the landlord is entitled to retain \$374 from the security deposit as compensation for the damage done to the sink. There was no damage to the sink at the outset of the tenancy, but there was damage at the end of the tenancy, and the tenants acknowledged that damage. I accept the landlord's evidence that she took steps to mitigate her loss, by keeping the replacement costs low.

I find that the tenants did not provide sufficient evidence to establish that the crack in the sink was caused by the landlord's failure to properly install the towel rack. The tenants' failure to report the problem with the towel rack to the landlord suggests that the tenants were not honest about the damage to either the towel rack or the cracked sink.

As the landlord's application was successful, she is also entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

The landlord is entitled to \$424. I order that the landlord retain this amount from the security deposit in full compensation of this award.

I grant the tenants an order under section 67 for the balance of the security deposit, in the amount of \$51. 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: June 13, 2014

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Residential Tenancy Branch

