



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF

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. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their 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 monetary compensation as claimed?

Background and Evidence

The tenancy began on August 1, 2013. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$197.50.

The landlord stated that on Saturday, September 20, 2014 the tenant contacted them and stated that his oven was not working. The landlord informed the tenant that because it was not an emergency, they would have maintenance come and fix it on Monday. On Monday, September 22, 2014 the landlord's maintenance person examined the oven. The landlord stated that the maintenance person told them that there had been a fire in the stove.

The landlord stated that on September 29, 2014 the maintenance person advised the landlord that they felt the oven was a fire hazard, as the extent of the damage to the electrical at the back of the oven, due to the fire, was unknown. On that date, the landlord removed the oven from the rental unit and replaced it with another oven. Later that day, the tenant called the landlord and told them that on September 20, 2014 he had cleaned the oven with two cans of oven cleaner and then turned it on broil to help clean it, and that is when the fire happened.

The landlord stated that the tenant had not submitted any written requests for repairs to the oven prior to the occurrence of the fire. The landlord stated that the wires in the back of the oven were melted as a result of the fire caused by the tenant. The landlord submitted photographs of the oven to support their claim.

The landlord calculated the amortized value of the oven, which had been purchased in 2008, at \$251.82, and they have claimed this amount from the tenant.

The tenant stated that when he cleaned the oven he forgot to clean the top. He stated that he tried to cook out the cleaning chemicals, when a momentary fire occurred. The tenant stated that he told maintenance about previous problems he had with the stove. The tenant submitted that repairs to the stove should have been his responsibility, and he could have found a replacement stove or parts for less than \$250.00.

Analysis

I accept the landlord's evidence that the tenant did cause the fire in the oven, and it created a fire hazard that resulted in the need to replace the oven. I find that the landlord's calculation of the amortized value of the oven is reasonable, and I grant the landlord's claim.

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

Conclusion

The landlord is entitled to \$301.82. I order that the landlord retain the security deposit of \$197.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$104.32. 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 23, 2015

Residential Tenancy Branch

