



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

The landlord applies for a monetary award for damage to the premises.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenant has caused damage beyond reasonable wear and tear and if so, what is the proper measure of damages?

Background and Evidence

The rental unit is a four bedroom house. The tenancy started in January 2014 for a one year fixed term and then month to month. The tenancy ended on February 28, 2015.

The monthly rent was \$2400.00. The landlord received and still holds a \$1200.00 security deposit.

The landlord provided photographs of the premises taken at move-out.

The photos show a number of walls in various rooms to have chips and marks. Two wall corners have been significantly worn or scuffed. A tile in the kitchen has been damaged, with a piece missing. The refrigerator door has been significantly scratched.

The landlord submitted estimates from contractors for the repair of the walls, tile and fridge. The fridge and painting work had been done and paid for.

The tenant explains that during the term of this tenancy there were a total of ten different people living in the home as either co-tenants or roommates. He says that because there were many

people moving in and out there was more wear on the home. In his opinion, the wall damage is reasonable wear and tear.

The tenant acknowledges the tile damage but says that when he left he offered to have a roommate of his in the construction business repair it.

The tenant says the fridge door was damaged as he tried to clean it. He considers the landlord's repair estimate of \$425.60 to be too high. He says the landlord had earlier agreed to \$200.00 for that item.

Analysis

The landlord's photos show wall damage significantly beyond damage that might reasonably have been expected during a tenancy of fourteen months. The nicks, mars and tears are numerous and located at many places throughout the home. I find that the tenant is responsible for this damage and that the landlord's estimated cost to repair it is reasonable at \$283.50.

I find that the tenant is responsible for the tile repair. A landlord is not required to permit a tenant to return after the end of a tenancy to conduct repairs. The tenant has his opportunity to do so before the tenancy ends. I consider \$350.00 for the tile repair to be a reasonable sum and I award it to the landlord.

The agreement alleged by the tenant regarding the fridge has not been proved. I award the landlord \$425.60 for the fridge repair. It was the actual cost that he paid.

Conclusion

The landlord is entitled to a monetary award of \$1059.10 as claimed, plus recover of the \$50.00 filing fee. I authorize the landlord to retain the amount of \$1109.10 from the security deposit in full satisfaction of the award.

The tenant will have a monetary order against the landlord for the deposit remainder of \$90.90.

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: July 19, 2015

