



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REGENT PARK PINNACLE REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MND, MNSC, FF

Introduction

The landlord applies for compensation for repairs to windowsills damaged by water and for repairs to walls.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenants are responsible for the damage alleged and, if so, that the repair cost is reasonable?

Background and Evidence

The rental unit is a two bedroom condominium apartment .

The tenancy started in December 2013. The rental unit was new. The tenants were the first occupants. The tenancy ended February 28, 2015. The monthly rent was \$1400.00. The landlord holds a \$700.00 security deposit.

The move out inspection report signed by the parties confirms that the windowsills in three rooms had “water logging.” The landlord’s representative described the damage as a bubbling of the finish on the sills, caused by water condensing on the inside of the window glass, then running down and pooling on the sills.

The report also indicates there were two “big scratches” in the master bedroom.

The landlord’s representative testifies that the moisture in the apartment should have been dealt with by the tenants by running a fan for six to eight hours each day and wiping up standing water on the sills

The landlord hired a worker to replace the sills and repair the scratches at a total cost of \$630.00. It now seeks to retain that amount, plus the filing fee, from the deposit money.

Analysis

It is apparent from the landlord's letter from the strata manager that the problem is not confined to this rental unit and that other units are reporting similar windowsill moisture problems.

Without some direct instruction from the landlord, a tenant is not responsible to determine how to combat what are later discovered to be inherent moisture problems in an apartment. Nor is the tenant responsible to discover moisture build up on windowsills and unilaterally assume an obligation to wipe up the moisture. This finding may well have been different had the landlord called the tenants' attention to the problem during the tenancy.

In these circumstances I find that the moisture damage to the windowsills was within the category of normal wear and tear in this particular building and dismiss the landlord's claim for its repair.

The scratches in the master bedroom are not disputed. They occurred during this tenancy and the tenants are responsible for the repair cost. No evidence was given about the severity of the scratches or the cost that might be attributable to them from the global repair bill. In all the circumstances, I award the landlord \$100.00 for the scratches repair.

Conclusion

The landlord is entitled to a monetary award of \$100.00. As it has been only partially successful I grant it recover of \$25.00 of the filing fee. I authorize the landlord to retain \$125.00 from the security deposit in full satisfaction of this award.

The tenants will have a monetary order for the \$575.00 remainder of the deposit.

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: August 18, 2015

Residential Tenancy Branch

