



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNSD & MNDC

Introduction

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served by mailing, by registered mail to where the tenants reside on March 12, 2015. The landlord testified the documents were not returned. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on May 1, 2013. The tenancy agreement provided that the tenant(s) would pay rent of \$1250 per month payable on the first day of each month. The tenant paid a security deposit of \$625 at the start of the tenancy.

The tenancy ended at the end of May 2014.

The tenant already has an order for the return of the double the security deposit.

Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

Monetary Order and Cost of Filing fee

The landlord claims the sum of \$2280 for the cost of replacing a granite countertop. The evidence presented by the landlord is not very strong. She has provided the photocopy of a photograph. It is very difficult to see the damage. The landlord described the damage as a chip in the granite about the size of a quarter. She testified the tenant told her it was damaged when they accidentally dropped a plate on it.

The landlord has not replaced the countertop. She produced the quotation for a company that indicates it would cost \$2280 to replace the countertop. The quotation also shows that the chip could be repaired at a cost of \$215 taxes not included. The landlord testified the countertop was new when the tenants took possession in 2013.

In the circumstances I determined it was not appropriate to order the replacement of the countertop. I determined the damage was not so significant as to warrant the replacement of the entire countertop. However, I determined the landlord is entitled to \$250 for repair cost and a further \$250 for depreciation loss.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$500 plus the \$50 filing fee for a total of \$550.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: August 04, 2015

Residential Tenancy Branch

