



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened to address a claim by the landlord for an order permitting her to retain part of the security deposit. The landlord participated in the conference call hearing but the tenants did not. The landlord presented evidence showing that she served the tenants with the application for dispute resolution and notice of hearing sent to their respective forwarding addresses which they provided to her at the end of the tenancy. I found that the tenants had been properly served with notice of the hearing and of the claim against them and the hearing proceeded in their absence.

Issue to be Decided

Should the landlord be permitted to retain part of the security deposit?

Background and Evidence

The landlord's undisputed testimony is as follows. The tenancy began on September 4, 2014 at which time the tenants paid a \$426.96 security deposit and ended on April 23, 2015. At the end of the tenancy as the landlord and one of the tenants were inspecting the unit, the landlord discovered that on the kitchen cupboards, the false fronts in front of the sink and on the cupboard doors below, the surface was separating from the wood. The landlord had the area inspected by the supplier of the doors who stated that the damage occurred as a result of exposure to water over an extended period of time. The supplier theorized that the tenants had been in the practice of placing a wet cloth over the doors and that the moisture had been absorbed by the doors.

The landlord replaced the doors and false front at a cost of \$175.84 and entered into evidence a copy of the invoice showing the purchase. The landlord seeks to recover this cost from the tenants as well as the \$50.00 filing fee paid to bring her application.

Analysis

I accept the undisputed evidence of the landlord. The *Residential Tenancy Act* (the “Act”) establishes the following test which must be met in order for a party to succeed in a monetary claim.

1. Proof that the respondent failed to comply with the Act, Regulations or tenancy agreement;
2. Proof that the applicant suffered a compensable loss as a result of the respondent's action or inaction;
3. Proof of the value of that loss; and (where applicable)
4. Proof that the applicant took reasonable steps to minimize the loss.

Section 37(2) of the Act provides that tenants are obligated to leave the rental unit in reasonably clean and undamaged condition, except for reasonable wear and tear.

I find that the damage to the cupboards goes beyond what may be characterized as reasonable wear and tear and I find that the tenants failed to comply with their obligations under section 37(2). I find that the landlord suffered a loss of \$175.84 as a result of the tenants' breach and I find that the landlord could not have minimized the loss in this case. I find that the landlord is entitled to recover the repair costs from the tenants and I award her \$175.84.

As the landlord has been successful in her application, I find she should recover her filing fee and I award her \$50.00 for a total entitlement of \$225.84. I order the landlord to retain this sum from the security deposit and I order her to return the balance of \$201.12 to the tenants forthwith. I grant the tenants a monetary order under section 67 for \$201.12. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord will retain \$225.84 from the security deposit and is ordered to return \$201.12 to the tenants. The tenants are granted a monetary order for that amount.

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: October 08, 2015

Residential Tenancy Branch

