



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            MND, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenants were served with the application for dispute resolution and notice of hearing in person on June 13, 2015 in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Preliminary Matter

The Landlord stated that due to work commitments the evidence package containing invoices to support the claims was provided a week before the hearing. It is noted that the Residential Tenancy Branch received this evidence package on November 13, 2015. Given that there is no prejudice to the Tenants who did not appear to dispute any of the claims, I considered the late evidence.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on June 1, 2014 and ended on August 31, 2015. Rent of \$1,670.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord

collected \$835.00 as a security deposit. The Parties mutually conducted both a move-in and move-out inspection and the Landlord completed a report.

The move-out report notes that the stove had been replaced due to damage caused by the Tenants. The Tenants signed their agreement to the damages as noted in the report.

The Landlord states that in January 2015 the Tenants had damaged the glass stove top by dropping an object and leaving a chip and crack. The Landlord states that the Tenants at first stated that the stove was useable but then informed the Landlord that the stove was dangerous and required replacement. The Landlord had the stove inspected and provides an inspection report indicating possible thermal or mechanical damage from the crack. The Landlord initially replaced the damaged stove with a used stove and stored the damaged stove. On August 28, 2015 the Landlord replaced the used stove with a new stove and hauled the two stoves away. The Landlord claims \$579.00 for the cost of the stove which included the cost of installation and \$90.00 to haul the old stoves away. The Landlord states that the damaged stove was both workable and useable and was donated to a second hand store. The Landlord states that the damaged stove was determined by the inspector to have been manufactured in 2009.

The Landlord provides estimates of \$399.58 and 441.99 to replace the top only and \$692.98 to replace the entire stove. The Landlord claims \$710.00, which includes \$89.25 for the cost of the inspection report.

### Analysis

Section 32(3) of the Act provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the Tenant caused the loss claimed. While I find that the Tenants caused the stove top to be cracked, considering the inspection evidence of only possible damage and the Landlord's evidence that the stove was still useable when it was disposed of by the Landlord I find that the Landlord has not substantiated that the Tenant caused the entire loss cost claimed. The age of the stove further reduces the loss caused. I also note that the Landlord provided no evidence of reasonable effort to reduce the costs

claimed against the Tenants. As a result I find that the Landlord is only entitled to a nominal amount of **\$200.00** for the crack to the stove top.

As the Act does not provide for claims against the other party in relation to costs of the dispute and as the inspection report was obtained by the landlord as evidence to support its claim and therefore costs of the dispute I find that the Landlord is not entitled to compensation for the cost of the report. I dismiss this claim.

As the Landlord's claim has had some success I find that the Landlord is entitled to recovery of the \$50.00 filing fee for a total entitlement of \$250.00.

#### Conclusion

I Order the Landlord to retain \$250.00 from the security deposit plus interest of \$835.00 in full satisfaction of the claim.

I grant the Tenant an order under Section 67 of the Act for **\$585.00**. If necessary, 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: November 27, 2015

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Residential Tenancy Branch

