



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

MND MNR FF

### Introduction

This hearing dealt with an application by the landlord to recover unpaid rent and compensation for damage the tenant caused to the rental unit. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on September 25, 2014 and ended on April 30, 2015. The tenant did not dispute that he owes the landlord \$1,700.00 in unpaid rent. At the outset of the tenancy the landlord and the tenant did a move-in inspection and completed the condition inspection report.

The only issue that remained in dispute in this hearing was the landlord's claim for \$100.00 for a damaged fridge door.

The landlord stated that at the end of the tenancy the fridge door was broken. The landlord stated that the tenant did not tell him about the broken handle until the move-out inspection. The landlord acknowledged that the fridge is about nine or ten years old. The landlord provided a quote of \$50.68 for a replacement handle.

The tenant stated that the fridge door handle came off at the beginning of the tenancy and they tried to glue it back on.

### Analysis

As the tenant acknowledged that he owed \$1,700.00 in back rent, I grant the landlord this amount.

In regard to the fridge door handle, I accept the landlord's undisputed testimony that the tenant did not inform him of the broken handle until the move-out inspection. I find it more likely than not that the tenant damaged the fridge door handle, as the move-in condition inspection report shows no such damage. However, the landlord is not entitled to \$100.00 for this item, as he did not provide any other estimates or quotes for labour or other damaged items, only the amount of \$50.68 for the replacement part. The landlord did not take into account depreciation. As set out in Residential Tenancy Policy Guideline 40, the average useful life of a refrigerator is 15 years. I therefore find that the landlord is entitled to one-third of \$50.68, which is \$16.89.

As the landlord's application was mostly successful, he is also entitled to recovery of the \$50.00 filing fee for the cost of his application.

### Conclusion

The landlord is entitled to \$1,766.89 for unpaid rent, partial repair costs for the fridge door handle and recovery of the filing fee. I grant the landlord an order under section 67 for this amount. 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: July 11, 2016

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Residential Tenancy Branch