



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND FF

### Introduction

This hearing dealt with the Landlords' Application for Dispute Resolution, received at the Residential Tenancy Branch on April 25, 2016 (the "Application"). The Landlords applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site, or property; and
- an order granting recovery of the filing fee.

The Landlords were both represented at the hearing by B.J.B., who provided her solemn affirmation. Although duly served, the Tenants did not attend the hearing.

On behalf of both Landlords, B.J.B. testified that the Notice of a Dispute Resolution Hearing, including the evidence upon which the Landlords intended to rely, was served on the Tenants by registered mail on May 2, 2016. The Landlords provided Canada Post Customer Receipts in support. Pursuant to section 90 of the *Act*, documents served in this manner are deemed to be received five days later. Accordingly, I find the Tenants are deemed to have received the Notice of a Dispute Resolution Hearing and the evidence upon which the Landlord intended to rely on May 7, 2016.

B.J.B. was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Are the Landlords entitled to a monetary order for damage to the unit, site, or property?

2. Are the Landlords entitled to recover the filing fee?

Background and Evidence

A copy of the tenancy agreement between the parties was submitted with the Landlords' documentary evidence. It confirms a five-month, fixed-term tenancy from November 1, 2015 to April 1, 2016. At the end of the tenancy, the Tenants vacated the rental property. Rent in the amount of \$1,000.00 per month was due on the first day of each month. The Landlords were paid a security deposit in the amount of \$500.00.

On behalf of the Landlords, B.J.B. provided testimony concerning the beginning of the tenancy. B.J.B. stated that she showed A.T. the stove when showing the rental property to the Tenants. According to B.J.B., she drew A.T.'s attention to the fact that the right rear burner was not working. She recalled how she put her hand on the element to demonstrate that the burner did not work. According to B.J.B., there was no crack on the surface of the stove at that time. She testified that she would have noticed it because of the size of the crack and because she could have cut her hand on it.

The Landlords noticed the crack for the first time when they returned from vacation. The Landlords subsequently discussed the damage with the Tenants. In an email to the Tenants on April 7, 2016, a copy of which was submitted with the Landlords' documentary evidence, they confirmed the surface of the stove needed to be replaced.

The Landlords replaced the surface of the stove. Although not submitted with the Landlords' documentary evidence, B.J.B. provided information from the appliance repair shop receipt, including the name of the appliance repair shop, the date of the receipt, and the amount paid, \$845.15.

The Landlords have also requested recovery of the \$100.00 filing fee paid to bring the Application.

Although duly served, the Tenants did not attend the hearing.

Analysis

Based on the Landlords' affirmed testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 67 of the *Act* permits me to order a party to pay compensation for damage or loss to the other for failing to comply with the *Act*, the regulations or a tenancy agreement.

On behalf of the Landlord, B.J.B. provided oral testimony, supported by documentary evidence, concerning the damage to the stove in the rental property. She testified that the damage was not present when they showed the rental property to the Tenants, and that it was present when the Landlords returned from vacation. I find it is more likely than not that the damage was caused by the Tenants.

Accordingly, I find the Landlords are entitled to an award of \$845.15 for the cost to replace the surface of the stove. Having been successful, I also find the Landlords are entitled to recover the filing fee.

In light of the above, I find the Landlords have demonstrated an entitlement to a total monetary award of \$945.15, which consists of the cost to repair the stove (\$845.15) and the filing fee (\$100.00).

On behalf of the Landlords, B.J.B. requested that the security deposit (\$500.00) be applied to the amount of the order, which I allow. Accordingly, I find the Landlord is entitled to a monetary order in the amount of \$445.15 (\$945.15-\$500.00).

### Conclusion

The Landlord is granted a monetary order in the amount of \$445.15. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 03, 2016

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Residential Tenancy Branch