



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PW Comox Development LP and PW Comox Holdings Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$869.40, and requesting recovery of the \$100.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

The parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

The parties agree that this tenancy began on April 1, 2015 and ended on March 31, 2016.

The parties also agree that the tenants paid a security deposit of \$1375.00 at the beginning of the tenancy.

The landlord testified that at the end of the tenancy the glass top on the stove in the rental unit was in poor condition and showing what they believe to be more than normal wear and tear.

The landlord testified that they believe the damage to the stovetop may have been caused by the type of cooking utensils the tenants were using which caused scratches in the glass top.

The landlord further testified that they attempted to have just the top of the stove replaced; however it turned out that the cost was almost equal to the cost of replacing the whole stove, and therefore they replaced the stove at a cost of \$869.40.

The landlords therefore believe that the tenants should be held liable for the replacement cost of the stove, and are requesting that they be allowed to retain \$869.40 of the security deposit towards that cost.

The applicants are also requesting an order to retain \$100.00 of the security deposit to cover the cost of their filing fee.

The tenant testified that there was never any abuse of the stove, and they used the stove in a normal manner with normal pots and pans.

The tenant further testified that they never used any abrasive cleaners on the stove and that the marks on the stove were just the result of normal wear and tear from daily use.

The tenant admits that the stove did get a lot of use as there were a number of people living in the rental unit, however there was never any restriction put on the amount of use of the stove, nor were they ever told that there were any kind of cooking utensils that should not be used on the stove.

The tenant therefore requests that this application be dismissed.

Analysis

It is my finding that the applicants have not met the burden of proving that the damage to this stovetop was a result of any willful or negligent actions on the part of the tenants.

The tenant testified that they use the stove in a normal fashion and used normal cooking utensils, and the landlord has provided no evidence to show that the tenants did not use the stove in a normal manner.

Further, there is no evidence to show that the landlord ever instructed the tenants to use a particular type of cooking utensil on this stovetop or ever suggested that there were certain cooking utensils it should not be used.

It is my decision therefore that the landlords have not shown that this damage is anything more than normal wear and tear, and I deny the request for compensation.

Conclusion

This application is dismissed in full without leave to reapply and I have issued an order for the landlord's to return the full security deposit of \$1375.00 to the tenants.

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 02, 2016

Residential Tenancy Branch