



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. 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 January 1, 2016 as a fixed-term tenancy to end on May 31, 2016. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$375.00. On January 2, 2016 the landlord and the tenant carried out a move-in inspection. The landlord left the condition inspection report with the tenant so that he could note any further damage he found and then return the report to the landlord. The tenancy ended on or about May 31, 2016. The landlord stated that on June 2, 2016 he received the tenant's forwarding address in writing. On June 6, 2016 the landlord made his application for monetary compensation and an order to keep the security deposit.

Landlord's Claim

The landlord stated that the tenant damaged the backplate of a wall cabinet. The landlord stated that this damage was not noted on the move-in condition inspection report, which the tenant signed. The landlord provided an estimate from a carpenter who quoted \$300.00 to repair and replace the damaged cabinet. In support of his claim the landlord also submitted photocopies of the alleged damage. I note that the copies of the landlord's photographs provide no assistance in assessing any alleged damage.

The landlord claimed \$300.00 for the repairs plus \$20.00 for registered mail costs, \$30.00 for serving documents and recovery of his \$100.00 filing fee. For a reason that is not clear to me, the landlord then doubled this amount and claimed \$900.00 in total.

Tenant's Response

The tenant stated that the rental unit was not in good condition when he moved in. The tenant stated that during the move-in inspection the landlord pointed out several items that required repairs, but they were not noted on the condition inspection report. The tenant stated that the understanding was that the landlord was going to repair those items.

The tenant denied causing any damage to the kitchen cabinet. The tenant stated that the damage, including water damage and cracks, must have been caused by pre-existing problems. The tenant submitted colour photographs showing areas of cracking and stains that appear to be water stains.

Analysis

I find that the landlord has failed to provide sufficient evidence to support his claim. I find the tenant's evidence supports the tenant's version of events; specifically, that damage done to the cabinet in question appears to be due to other pre-existing problems, wear and tear or poor quality of the materials or installation. The damage may very well not have been visible at the beginning of the tenancy and only became more obvious afterward; however, this does not preclude a finding that the tenant caused the damage.

Conclusion

The landlord's claim is dismissed in its entirety.

The tenant is entitled to return of his security deposit. I grant the tenant an order under section 67 for the amount due of \$375.00. 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: December 23, 2016

Residential Tenancy Branch