



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND FF

Introduction

This hearing dealt with an application by the landlord for monetary compensation for damage 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 in February 2016. On January 29, 2016, the landlord and the tenant carried out a move-in inspection and completed a condition inspection report. In the report the parties indicated that there was a cracked shelf in the door of the fridge.

On March 7, 2015 the tenant contacted the landlord to let her know that the lower shelf and hinges in the fridge door had come off. The landlord sent a repair person, who determined that the entire fridge door had to be replaced. The total cost for parts and

supplies was \$639.87. The landlord asked the tenant to pay half of this amount, and the tenant refused to pay.

The tenancy ended on May 31, 2016. The landlord and the tenant carried out a move-out inspection and completed a condition inspection report. The tenant did not agree that the landlord could keep the security deposit to pay for damage to the fridge door.

Landlord's Claim

The landlord has claimed \$639.87, the cost of replacing the fridge door. The landlord stated that she believes the tenant overloaded the bottom shelf, which was why it broke. The landlord stated that the fridge was approximately five years old. The landlord stated that she manages a second rental unit that has the same fridge in it and that fridge has had no problems. The landlord clarified that the cracked fridge door shelf referred to in the move-in condition inspection report was not the bottom shelf. The landlord acknowledged that the fridge was not as good quality as some other fridges.

Tenant's Response

The tenant denied using the shelf in any way other than the way that it was intended to be used. The tenant stated that on March 7, 2016, there was only peanut butter and jam on the bottom shelf, and when she tried to place a two-litre carton of milk on the shelf it broke. The tenant submitted copies of texts between herself and the landlord, and in one text the landlord wrote, in part: "the appliance repair man said that everything is made so cheap. I did phone [the manufacturer] and complained. I'm so angry with them." The tenant stated that when she moved in there were other items in the unit showing wear and tear, so the previous tenants may have misused the fridge shelf that broke.

Analysis

I find that the landlord has not provided sufficient evidence to establish that the tenant misused the fridge door shelf and caused the shelf to break. On the contrary, the landlord acknowledged that the fridge was not such good quality. The fact that another fridge of the same make and age has had no problems does not provide evidence that the tenant broke her fridge door shelf. I therefore dismiss the landlord's application.

As the landlord's application was not successful, she is not entitled to recovery of the filing fee for the cost of this application.

Conclusion

The landlord's claim was not successful, as she failed to provide sufficient evidence to establish damage caused by the tenant.

The application is dismissed.

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 30, 2016

Residential Tenancy Branch