



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kenson Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67;
2. An Order of Possession - Section 55; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. As the tenancy ended prior to the date of the application I dismiss the claim for an order of possession.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on June 1, 2016 and ended on August 31, 2016. Rent of \$1,450.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$725.00 as a security deposit. The Parties mutually conducted both a move-in and move-out condition inspection and the Tenant was provided with completed copies of the inspection forms. The Landlord returned the security deposit following a previous hearing and as ordered in the Decision dated March 28, 2017.

The Landlord states that the Tenant caused the kitchen sink to be plugged with various fruit peels and the Landlord claims the repair costs of \$263.55. The Landlord provides an invoice and I note that the invoice notes no problems with drainage but that the kitchen sink required re-piping due to existing drainage material. The Landlord was unable to explain the invoice details. The Landlord states that the next tenancy started on September 1, 2017 and that the sink repairs were made on September 9, 2017 after the next tenant complained about drainage problems.

The Landlord states that leave to reapply for damaged doors was given at the previous hearing under a Decision dated March 28, 2017. The Landlord states that the Tenant damaged 4 doors that were new in 2009. The Landlord provided photos and a copy of the move-out report indicating damage to 3 doors. The Landlord states that their handyman did the work and provides the invoice from that handyman. The Landlord states that they rely on the handyman to provide “common sense” costs for the doors.

The Tenant denies damage to the door stating that the damage was pre-existing and should have been noted on the move-in report. The Tenant questions the veracity of the invoice that contains no business name, no contact information for the service provider and no other information such as a business number or tax number. The Tenant questions when the photos of the doors were taken.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. This section further provides that where a landlord or tenant claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement the claiming party must do whatever is reasonable to minimize the damage or loss. Nothing in the invoice indicates that there were any drainage problems caused by the Tenant's use. Rather the invoice appears to indicate that the problem was with the materials used for the pipes. Further another

tenancy started before any repairs were made to the sink allowing for intervening causation. There is nothing noted about drainage problems on the move-out report. For these reasons I find that the Landlord has failed to substantiate that the Tenant caused the damage and I dismiss the claim for costs to repair the piping.

As the move-out report only notes damage to three doors, as the invoice sets out costs for four doors, as there is no contact or identifying information on the invoice, and as the Landlord provided no evidence of the actual costs of the doors or that the Landlord took any steps to mitigate the costs for the doors, such as attempts to repair the doors or obtaining the best cost for the purchase of the doors, I find on a balance of probabilities that the Landlord is not entitled to the costs claimed. I dismiss the claim for the replacement of four doors.

As the Landlord has not been successful with its claims I find that the Landlord is not entitled to recovery of the filing fee and in effect the application is dismissed in its entirety.

Conclusion

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: September 05, 2017

Residential Tenancy Branch