



Dispute Resolution Services

Page: 1

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE PORT ALBERNI - PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

The landlords seeks a monetary award for the cost of replacing a bedroom door.

All parties attended the hearing, the landlords by their representative, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Was the door damaged during the tenancy and, if so, what is a reasonable cost for repair or replacement?

Background and Evidence

The rental unit is the three bedroom upper floor of a house. The tenancy started in December 2016 and ended in August 2017. The monthly rent was \$1000.00. The landlord received and still holds a \$500.00 security deposit.

Ms. K. for the landlords testifies that at the end of the tenancy the parties conducted a move out inspection and it was noticed that the master bedroom door had been cracked or split for a length of six or eight inches on its edge at the latch bolt plate. The damage was noted on the move-out condition report but the tenant declined to sign.

She notes that no such damage was indicated in the move-in condition report and that the tenant herself had filled out that report.

Ms. K. produces a copy of a handyman's quote showing that the door, a solid core door with glass, would require replacement at a cost of \$1123.59. Ms. K. says that the door was replaced by that workman for that cost.

The tenant says that on move-in she observed the damage but did not put it in the report she filled out. She says that the door would occasionally fail, resulting in her being locked in her bedroom.

In reply Ms. K. notes that though the tenant emailed complaints about a number of other problems with the home, she never mentioned the door.

Analysis

The parties testified about a variety of other issues the tenant had with the home and the landlords' efforts to fix them but they are not relevant to the question of the door being damaged.

On the balance of evidence I find that this door was damaged during the tenancy. The fact that the move-in condition report does not mention the door, though it refers to many other deficiencies, coupled with the fact that the door was not raised as a problem with the landlords though it was alleged by the tenant to have been a problem for her, are strong indicators that the damage was not pre-existing.

The tenant is responsible for the repair to the door.

The only evidence about the cost of repair is what the landlords paid for it: \$1123.59. The landlords are entitled to recover that cost plus the \$100.00 filing fee.

However, Ms. K. for the landlords states that it is satisfied just being authorized to retain the \$500.00 security deposit and so I authorize the landlord to keep the deposit. No monetary order for the remainder will be issued.

Conclusion

The landlord's application is allowed on the terms above.

This decision was rendered orally at hearing and 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: February 20, 2018

Residential Tenancy Branch