



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony and present evidence. No issues were raised with respect the service if the application and respective evidence submissions.

### Issues

Is the landlord entitled to monetary compensation for damage to the rental unit?  
Is the landlord entitled to recover the filing fee for this application from the tenants?

### Background and Evidence

The tenancy began on September 1, 2010. The current monthly rent is \$1275.00.

The landlord is claiming \$322.87 + \$50.35 less \$215.32 for repairs to fridge meat tray and tracks. The landlord submits the new fridge was installed in 2014 and the original cost was \$612.39. The landlord submits the tenants caused this damage. The repair work was done in May 2018. The landlord submits the tenants took responsibility for the broken meat tray and reimbursed him \$215.32 for this portion of the repair bill.

The tenants acknowledged they were negligent in not storing the meat tray safely and paid for this repair. The tenants do not accept responsibility for the tracks and submit that they do not know why the track was broken.

The landlord is claiming \$126.00 for an electrician invoice for having to call an electrician to switch on a ground fault circuit interrupter (GFI). The landlord submits the tenant should have known how to do this.

The tenants submit it was the landlord's choice to call the electrician and this was not a repair that they requested or caused.

The landlord is claiming a carpet cleaning charge from 2010.

The tenants don't understand why the landlord would be claiming this 10 years after the fact.

The landlord is claiming \$409.50 for repairs to the bathroom drywall. The landlord submits the drywall outside the bathtub was rotting. The landlord submits this was caused by water escaping from the shower as a result of the tenants not closing the shower doors properly. The landlord submits that other units in the building do not have this same issue and the building codes at the time of construction did not require bathroom fans. The landlord submitted a letter from the construction company stating that future issues with water around the tub area can be prevented by making sure the shower doors are closed properly and being aware of any water splashing out.

The tenants submit that there is no fan in the bathroom and that they always shower with the window cracked open except sometimes when the window is frozen shut in the winter time.

### Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

Under section 32 of the Act, a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. A tenant is not required to make repairs for reasonable wear and tear.

I find the landlord failed to prove how the tenants were negligent in the damage to the fridge tracks and find that this was likely normal wear and tear to a four-year old fridge. This claim is dismissed.

The landlord failed to show how or why the tenants should be responsible for the electrician charge. This claim is dismissed.

The landlord's claim for carpet cleaning is dismissed as it is well over 2 years ago.

I find the landlord has submitted insufficient evidence as to the actual cause of the bathroom drywall damage. The landlord did not submit any pictures of the extent of the damage. Only the tenants submitted pictures after the repair work had been completed. The letter from the construction company does not specifically point to careless use of the shower as the root cause of the damage. The moisture buildup could be solely the result from the lack of ventilation in the older building. The tenants testified that they do their best to crack the window open when showering. As such, I find the landlord failed to establish that the tenants' negligence caused this damage. This claim is also dismissed.

As the landlord was not successful in this application, I find that the landlord is not entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

The landlord's application is dismissed in its entirety without leave to reapply.

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: April 16, 2020

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Residential Tenancy Branch