



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MND, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the “Act”), for a monetary order for damages to the unit, for an order to retain the security deposit in full satisfaction of the claim and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

Is the landlord entitled to monetary compensation for damages?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The parties agreed that the tenancy began on May 2016. Current rent in the amount of \$1,175.00 was payable on the first of each month. The tenant paid a security deposit of \$575.00. The tenancy ended on September 27, 2020.

The parties agreed a move-in and move-out condition inspection report was completed.

The landlord claims as follows:

a.	Damage cabinet doors	\$315.00
b.	Filing fee	\$100.00
	Total claimed	\$415.00

The landlord testified that the tenant cause damage to 4 cabinet doors as they did not wipe up water, which caused the wood to swell. The landlord stated that the cost to replace the doors is the amount of \$281.00, plus taxes. Filed in evidence are photographs of the cabinet doors. Filed in evidence is an estimate for repair, which notes the doors are water damaged.

The tenant testified that the cabinet were not damaged by neglect. The tenant stated that this is normal wear and tear. The tenant stated that the cabinet doors are made of particle wood and have a life span of 3 to 5 years. The tenant stated that the it is recommended that cabinet doors been made of wood when below any water source. The tenant stated that they always wiped the water and expect that their responsible young adult children did too.

The tenant submits two website and summarized their research as follows;

“There are two places in every kitchen that I do recommend plywood. Exposed ends and sink base cabinets”.

“The **sink base cabinet** (or bases) are the only kitchen cabinets that will most likely be subjected to minor water exposure, such as a leaky drain pipe or cleaning bottle spill that may cause more noticeable damage to a **particle board cabinet** than a **plywood cabinet**. By upgrading just that one cabinet to plywood rather than the entire order, you can save thousands of dollars.”

“The vast majority of cabinet makers big and small use particle board or some similar version of engineered plywood such as furniture board, MDF, or melamine as their standard for the cabinet boxes. There are several reasons for this. Most people think the main reason is cost. Although cost is a factor, it is not the main reason. The main reason the vast majority of cabinetry manufacturers use particle board is that because it consistently maintains accurate dimensions throughout the sheet which makes it easier to work with in tight fitting applications such as cabinet construction.”

[Reproduced as written.]

The landlord argue that the cabinet doors are made from MDF. The landlord stated that the cabinet was purchased in 2010 and there have never been any issues with water damage until the tenant's children moved into the premise.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

How to leave the rental unit at the end of the tenancy is defined in Part 2 of the Act.

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

In this case the move-in condition inspection report shows the cabinet doors were not damaged at the start of the tenancy and were water damage to the doors at the end of the tenancy.

The evidence of the landlord was this was neglect by the tenant or their children by allowing water to run down the cabinet doors and not wiping the water up at the time. The evidence of the landlord was that the cabinet doors are made from MDF.

The evidence of the tenant was that they did wipe the water up after use. The evidence of the tenant was that the cabinet doors are made of particle board, which is of poor quality and only last 3 to 5 years.

In this case, I do not accept the evidence of the tenant that the cabinet doors are made of particle wood. The research the tenant has provided is for materials used to build a standard cabinet and refers to particle board in the base of the cabinet. Not the actual doors, which is the case before me. The tenant presented no evidence from a qualified person who has view the cabinet doors.

Furthermore, the landlord has indicated that they are made with the standard MDF product. MDF is a different product than particle wood. I have reviewed the photographs provided in evidence and the cabinet appears to be a typical cabinet that you would see in most homes. I do not accept such a cabinet would have a lifespan of only 3 to 5 years.

Furthermore, this damage only started to occur after the tenant's adult children moved into the premise. I find it more likely than not that the damage occurred when water from the sink ran down the cupboard and not properly wiped up at the time. This is not normal wear and tear; rather is from neglect. Therefore, I find the damage was caused by the action or neglect of the tenant.

In this case the cabinet doors were replaced. The cabinet doors were approximately 10 years old at the time. Under the Residential Tenancy Policy Guideline 40 Furnishings such as cabinets in the kitchen and bathroom have a useful life span of 25 years. I find the landlord is entitled to recover the depreciated value of 60%. The cost to replace the cabinet doors was \$281.00 plus taxes for a total amount of \$314.72. I find the landlord is entitled to recover the depreciated value of **\$188.83**.

I find that the landlord has established a total monetary claim of **\$288.83** comprised of the above described amount and the \$100.00 fee paid for this application.

I order that the landlord retain the amount of **\$288.83** from the tenant's security deposit of **\$575.00 in** full satisfaction of the claim. This leave a balance due of the security deposit of **\$286.17**, which must be returned to the tenant. I grant the tenant a monetary

order for the return of the balance of the security deposit, should the landlord fail to return the amount due to the tenant.

Conclusion

The landlord is granted a monetary order and may keep a portion of the security deposit in full satisfaction of the claim. The tenant is granted a monetary order for the balance due of their security deposit.

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: January 26, 2021

Residential Tenancy Branch