



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on October 21, 2020 the Dispute Resolution Package and the evidence the Landlord submitted to the Residential Tenancy Branch were sent to the Tenant, via registered mail. The Tenant acknowledged receiving these documents and the evidence was accepted as evidence for these proceedings.

On January 18, 2021 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was delivered served to the Landlord's business office on January 22, 2021. The Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to a screen door?

Background and Evidence

The Landlord and the Tenant agree that:

- the tenancy began on July 01, 2019;
- the tenancy ended in August of 2020;
- the Tenant paid a security deposit of \$850.00;
- a condition inspection report was completed on June 29, 2019;
- a condition inspection report was completed on August 27, 2020;
- the Tenant provided a forwarding address, by email, on October 01, 2020; and
- the Landlord has returned a portion of the security deposit, in the amount of \$487.50.

The Landlord is seeking compensation, in the amount of \$262.50, for repairing a retractable screen door.

The Landlord submitted photographs, which the Landlord stated were taken on August 13, 2020, which show the retractable screen door is damaged. The Tenant acknowledges that the Landlord's photographs depict the front door of the rental unit, but she submits that the photographs were not taken during her tenancy, as there was no screen door on her front door during her tenancy.

The Tenant stated that she did not damage the screen door, given that it was not present during her tenancy. In support of her submission that there was no screen door on her unit during her tenancy, the Tenant submitted photographs of the front door of her rental unit, which she stated were taken on September 08, 2019.

The Tenant submits that her photographs show there was no screen door on her front door. The Agent for the Landlord submits that the under close inspection the top corner of the retractable screen door can be seen in the Tenant's photographs.

The Landlord submitted a receipt that indicates a retractable screen door was installed at the rental unit on October 06, 2017. The Tenant notes that she did not move into the rental unit until 2019 and the door may have been removed prior to her tenancy.

The Landlord submitted an invoice, dated September 03, 2020, which shows the Landlord was charged \$262.50 to repair the screen door.

The Landlord submitted letter from an individual who identifies himself as a former tenant, in which the author declared that there was a roller screen on the entry to the rental unit which was in working order when his tenancy ended on June 30, 2019

The Tenant submitted a copy of the condition inspection report. The Tenant submits that the report which was completed at the start of the tenancy does not indicate there was a screen door on the door of the rental unit when the tenancy began. She stated that the person completing the report was very thorough and that she would have noted the screen door if one had been present.

The Tenant stated that when she signed the condition inspection report at the end of the tenancy, she did not intend to declare that she agreed with the declaration regarding the damaged screen door.

The Tenant stated that page two of the tenancy agreement does not declare that the rental unit has a screen door. She submits that this supports her submission that a screen door was not provided.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the photographs submitted in evidence by both parties, I find that there was a retractable screen door on the door of the rental unit. I specifically note that a retractable screen door is different than typical screen doors, which are either hinged or slide along a track. A retractable screen door rolls into a casing that is attached to one side of the door frame.

I find that the casing for the retractable screen door can be clearly seen in the photographs the Landlord submitted in evidence, which the Agent for the Landlord stated were taken on August 13, 2020. Although the photographs submitted by the Tenant provide a less clear view of the door of the unit, upon close inspection I find that the top corner of the retractable screen door casing can be seen in the top left corner of the doorway.

I find the letter from the former tenant of the unit, who declared that there was a roller screen on the entry to the rental unit when his tenancy ended on June 30, 2019, serves to corroborate the Landlord's submission that there was a screen door on the rental unit when this tenancy began.

I find the invoice, dated September 03, 2020, serves to corroborate the Landlord's submission that there was a retractable screen door on the door rental unit during the tenancy and that the screen door was damaged. I can think of no reason why a Landlord would be invoiced for repairing a screen door if the door was non-existent.

I find the receipt that indicates a retractable screen door was installed at the rental unit on October 06, 2017, serves to corroborate the Landlord's submission that there was a screen door on the door rental unit during the tenancy, although that is clearly not conclusive evidence.

I accept the Tenant's submission that the condition inspection report that was completed at the start of the tenancy does not declare there was a screen door at the entry of the rental unit when this tenancy began. I find that this report does not strongly corroborate the Tenant's submission that a screen door was not provided.

Condition inspection reports identify a variety of items typically provided with a tenancy for the purposes of having the landlord and the tenancy agree on the condition of that item. The condition inspection report is not intended to serve as an entire list of items provided with the tenancy. When the parties agree on the condition of an item recorded on the list, the condition inspection report, provides evidence of the condition of that item.

When an item does not appear on the condition inspection report, it cannot be automatically assumed that the item is not provided. For example, the condition inspection report does not declare that there is a front door at the entryway, although there clearly was one. The absence of a reference to a screen door does not, therefore, establish that one was not present.

I accept the Tenant's submission that page two of the tenancy agreement does not declare a screen door is provided with the tenancy. I find that the tenancy agreement does not corroborate the Tenant's submission that a screen door was not provided.

There is an area on page two of the tenancy agreement where a landlord typically lists items that are provided with a tenancy, such as heat, appliances, and storage. This

area is intended to identify services or items which may not be provided in some tenancies. It is not intended to identify all items provided with a tenancy. For example, it does not identify that bathroom fixtures are provided, which they clearly were. One would not expect a screen door to be referenced in this area.

On the basis of the testimony of the Landlord and the letter from the former tenant of the unit, who declared that the roller screen was in working order when his tenancy ended on June 30, 2019, I find that the retractable screen door was in good working order when this tenancy began. On the basis of the photographs submitted in evidence by the Landlord, I find that the screen door was damaged at the end of the tenancy.

I find that the Tenant failed to comply with section 37(2) of the *Act* when the Tenant failed to repair the damaged screen door. I therefore find that the Landlord is entitled to compensation for the cost of repairing the door, which was \$262.50.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim of \$362.50, which includes \$262.50 for repairing the screen door and \$100.00 for the cost of filing this Application for Dispute Resolution. Pursuant to section 72 of the *Act*, I authorize the Landlord to retain \$362.50 from the Tenant's security deposit, in full satisfaction of this monetary claim.

As the Landlord has already returned the remaining \$487.50 of the security deposit paid by the Tenant, I find that no further refund is due.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: February 05, 2021

Residential Tenancy Branch