



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, 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 and to recover the cost of the filing fee.

The landlord appeared and the tenant’s agent appeared.

At the outset of the hearing the TB stated that they are appearing at the request of the tenant who is their father. TB stated that their father is unavailable as he is working in an area without cellular service.

I asked the landlord if they had any concerns with TB acting as the tenant’s agent. The landlord stated TB has no direct information as they have always spoken to the tenant on the issues of the tenancy. The landlord stated the tenant was served with the Application for Dispute Resolution and evidence and should be at the hearing.

TB stated that they were living with their father and have no direct knowledge of conversation between the landlord and tenant; however, can provide what information they know. TB stated that they cannot confirm or deny if the tenant received the landlord’s evidence.

In this case, I do not find it prejudicial to landlord to allow TB to act as agent on behalf of the tenant. Further, I am satisfied that the tenant was served with the landlord’s evidence as the tenant’s agent could not deny it was received.

The parties 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 at the start of the hearing that they were not recording the hearing. The parties were informed that any recording made is contrary to the

Residential Tenancy Branch Rules of Procedure and if any recording be product in the future that they will be referred to the Compliance Enforcement Unit for investigation.

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?

Background and Evidence

The parties agreed that the tenancy began on January 4, 2019. Rent in the amount of \$1,200.00 was payable on the first of each month. The tenant did not pay a security deposit. The tenancy ended on November 30, 2020.

The landlord claims as follows:

a.	Replaced damaged dishwasher	\$1,632.94
b.	Filing fee	\$ 100.00
	Total claimed	\$1,732.94

The landlord testified that during the tenancy the tenant told them that the faucet to the sink was loose and that they had to disconnect the dishwasher hose to access the screws. The landlord stated that the tenant told them that they never used the appliance and it was never reconnected.

The landlord testified that when they hired a plumber to reconnect the hose at the end of the tenancy, they discovered the appliance was not disconnected by simply detaching it from the plumbing as they were told. Rather, the hose was actually cut with a knife.

The landlord testified that they were informed by the plumber that find a hose for the appliance could take some time and suggested that it would be better to replace the appliance. The landlord stated they attempted to find a new hose, but there were none available locally.

The landlord testified that because there would have been a delay in getting the part for the appliance, they had no option, except to replace the appliance because they had sold the property and the appliances were included in the contract to purchased.

The landlord testified that they had to pay the plumber to assess the damage to the appliance and then they had the plumber reattend to remove and install the new appliance before the sale of the property was transferred. Filed in evidence are invoices

and receipts. The first invoice dated December 1, 2020; the plumber indicates that the line to the dishwasher was cut.

The agent for the tenant testified that he was told that there was an electrical or tubing problem with the dishwasher when he first moved in. The agent stated that he thinks that he moved into the premise at the same time his father did. The agent stated that he does not have any firsthand information as they were not part of the original conversation. However, he was told by the landlord not to use the appliance.

The landlord argued that the tenant's son was only told not to use the appliance, because their father had disconnected the dishwasher and they did not want a flood to occur in the premise. The landlord stated that there were no issues with the electrical and the only issue was that the tenant had cut the hose on the appliance.

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-complying 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, I accept the evidence of the landlord that the tenant cut the hose of the dishwasher, rather than simply detaching it. The agent for the tenant had no firsthand knowledge on what truly occurred to the dishwasher. The landlord's testimony is supported by the plumber's invoice, which made specific notes that the hose on the dishwasher was cut. I find the actions of the tenant was neglectful and this caused damage to the appliance. I find the tenant breached the Act, when they failed to repair the appliance prior to the tenancy ending.

I accept the evidence of the landlord that they were under a time restraint as the property had sold, and it was not possible to get the required part for this appliance by that date. I find it was reasonable under this circumstance to replace the appliance. This was not for the sole benefit of the landlord; this was to mitigate any loss or delay in the sale of the property due to this issue.

Based on the above, I find the landlord is entitled to recover the cost of the plumber invoices and the new appliance in the total amount of **\$1,632.94**

I find that the landlord has established a total monetary claim of **\$1,732.94** comprised of the above described amount and the \$100.00 fee paid for this application. I grant the landlord an order under section 67 of the Act. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Conclusion

The landlord is granted a monetary order in the amount of **\$1,732.94**.

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: March 31, 2021

Residential Tenancy Branch