



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC FFL MNDCL MNDL

Introduction

This review hearing dealt with the landlord's application for a monetary award for damages and loss pursuant to section 67 of the *Residential Tenancy Act* (the "Act").

Pursuant to the Review Consideration Decision of April 15, 2021 the sole issue to be considered is whether the Landlord is entitled to compensation for damage to the fridge drawer of the rental unit.

The tenant did not attend this hearing which lasted approximately 10 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Reconvened Hearing was confirmed to contain the correct hearing information. The landlord attended and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they were served with the Review Consideration Decision and Notice of Reconvened Hearing.

Issue(s) to be Decided

Should the original decision pertaining to the landlord's compensation for damage to the refrigerator drawer of the rental unit be upheld, varied or set aside and replaced?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

This tenancy began in May 2020. A move-in condition inspection report was prepared by the parties noting that furnishings were in fair to good condition. The report notes for the refrigerator that “top of drawer small dents”.

The landlord testified that at the end of the tenancy the refrigerator door and drawers had several large dents and damage that was not present when the tenancy began. The landlord said that they obtained an estimate from a third-party service provider about repairing the damaged parts of the refrigerator and sought a monetary amount of \$400.00 based on the estimate for repairs.

The landlord noted that the actual bill for repairs to the refrigerator was far in excess of the amount claimed as the service costs were significantly higher than estimated.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I accept the undisputed evidence of the landlord that the amount they seek for damages to the refrigerator door arises from new dents and damage that was not present at the start of the tenancy. I am satisfied with the landlord's evidence including their testimony, condition inspection report and photographs that the damage to the refrigerator at the end of the tenancy was evident, significant and far in excess of the dents noted in the move-in report or the expected wear and tear from a tenancy.

I am satisfied with the landlord's evidence that the cost of the repairs to the damage to the refrigerator door and drawers was at least \$400.00 as claimed. I therefore find that the landlord has established on a balance of probabilities that there was damage and loss as a result of the tenant's occupation of the rental unit, that the monetary amount of the damage is \$400.00 and I issue a monetary award accordingly.

Conclusion

The decision and order of March 25, 2021 are confirmed.

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: May 28, 2021

Residential Tenancy Branch