



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDL-S, FFL

Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on August 16, 2022 seeking compensation for damage in the rental unit, and the filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on May 15, 2023. Both the Landlord and the Tenant attended the hearing. The Tenant confirmed they received the Notice of Dispute Resolution Proceeding from the Landlord, along with the Landlord’s prepared evidence. The Tenant also confirmed that they prepared no documents as evidence for this matter.

Issue(s) to be Decided

- Is the Landlord entitled to monetary compensation for damage in the rental unit, pursuant to s. 67 of the *Act*?
- Is the Landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

Background and Evidence

The Landlord provided a copy of the tenancy agreement in their evidence. This shows the tenancy started on November 15, 2021 and was initially set for a fixed term that would end on June 15, 2022. The amount of rent was set at \$1,500. The copy in the evidence shows the parties signed the agreement on November 15, 2021. The Tenant paid a security deposit of \$750, and a pet damage deposit of \$750.

The Landlord provided a copy of the documents they provided to the Tenant at the start of the tenancy. This included a signed copy of the tenancy agreement, an addendum, and a completed Condition Inspection Report. This Report details the meeting from November 15, 2021 when the parties met to review the condition of the rental unit. One of the tenants signed the report with their initials to indicate that they agreed that it “fairly represents the condition of the rental unit” at that time. In particular, the document does not show an indication of any damage to an exterior door.

The Landlord provided two pictures in their evidence to show the door condition at the start of the tenancy, interior and exterior. The Landlord also provided two pictures of damage to the door, from July 22, 2022. This shows the lower portion of the door chipped, disintegrated away at the bottom with some rudimentary plastic in place.

The tenancy ended because of August 2, 2022. The Tenant received the pet damage deposit returned to them. The Landlord withheld the security deposit and filed this Application on August 16, 2022.

The parties attended again at the rental unit to review its’ condition on August 15, 2022. This is documented in the same report document the Landlord provided to the Tenant at the start of the tenancy. This notes “rear entrance broken”, and the Landlord wrote more detail on the final page: “rear entry door: bottom part of door completely broken off; plastic sheet installed by landlord as a temporary repair has been cut off, letting water into the house”. There were other observations on the document. The Tenant did not sign the move-out condition portion of the document; in the hearing they stated they disagreed with the indications and notations on that document.

The Tenant described the door being problematic during the winter months, when cold air would enter the gap in the bottom. They tried to plug a hole in the door and when doing that parts of the door fell away/crumbled. They knew that the rental unit originates from 1977, so naturally things were “rotting”. As stated in the hearing: “why should I pay for something that was already wrecked.”

The Landlord described a pest control visit, and this prompted the need for door seal replacements as per their recommendation. The Landlord tried to arrange for this repair on June 16; however, the Tenant did not attend to allow the repairperson to enter. The Landlord also cited the Tenant’s removal of rudimentary plastic that was in place, causing further damage.

In their written submission, the Tenant sets out the following:

- s. 32 of the *Act*, which governs a landlord's obligation to repair and maintain
- s. 32 of the *Act* also sets out that a tenant is not required to make repairs for reasonable wear and tear
- the *Residential Tenancy Policy Guidelines*, particular 1: *Landlord and Tenant Responsibility for Residential Premises*, which sets out the same principle as s. 32, adding a description of "natural deterioration"
- 40: *Useful Life of Building Elements* sets out that an arbitrator may consider the age of the item in question when there is a question of damage caused to said items, also providing for a 20-year useful life cycle for a door
- the Tenant's request for repair to the door dated May 29, 2022, describing the back door as "rotten and drafty" among other repair issues
- the pest control's May 29 recommendation for replacement of the door seals as impacting the ability to manage pests
- an advocate assisting the Tenant requested repairs from the Landlord on June 14, 2022, requesting repair by July 1
- emails showing the Landlord's commitment to repairing the issue, with a repairman's scheduled visit for June 16 – the Tenant was not present for the repairman's scheduled visit – the parties scheduled mid-July for a Landlord inspection to target repair issues

By August 2, 2022 the Tenant had moved out from the rental unit. The Landlord had the back door replaced on August 19, 2022, shown in the invoice they provided. They purchased a door replacement for the amount of \$621.60. The Landlord stated this was a cheaper version of the same door.

In addition to this amount, the Landlord claims \$201.50, which is the cost for fuel and their time (at an average hourly contractor rate), round-trip for the door replacement.

Analysis

The *Act* s. 37(2) requires a tenant, when vacating a rental unit to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and give the landlord all the keys and other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

As cited by the Tenant, the *Act* s. 32 sets the obligation on the Landlord to provide repair in a rental unit that complies with health, safety, and housing standards, making it suitable for occupation by a tenant. As per s. 32(4), a tenant is not required to make repairs for reasonable wear and tear.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish all of the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

In this present scenario, I am not satisfied the damage to the door, requiring replacement, results from any violation of the *Act* by the Tenant here. The Tenant had requested legitimate repairs in the past that the Landlord did not manage to complete during the time of this tenancy. The Tenant identified the issue relatively late, after winter seasons; however, I don't understand why the Tenant would be liable for damage to a door that was well past its useful life cycle, minus evidence presented by the Landlord showing otherwise.

I find this is an instance of reasonable wear and tear in the rental unit, given the relative age of the door in question, and the temperate climate in place at the rental unit, really requiring something more fortified in place. I find this was not damage that the Tenant caused either through neglect or wilful destruction of the property. Moreover, the Landlord was obligated to repair this issue in line with s. 32(1). The matter came to the Landlord's attention through the Tenant's own request for repair to this item in particular; therefore I find it more likely than not that it was an issue of reasonable wear and tear.

Given this singular finding on no breach of the *Act* by the Tenant here, I dismiss the Landlord's Application for compensation, without leave to reapply. I order the return of the security deposit to the Tenant in full, and grant a monetary order to the Tenant for that amount. I dismiss the Landlord's claim for reimbursement of the Application filing fee.

Conclusion

I grant the Landlord the amount of \$884.48 in satisfaction of their Application for compensation. This is the remaining amount of the both the pet damage deposit and the security deposit withheld by the Landlord after the end of the tenancy.

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

Dated: May 19, 2023

Residential Tenancy Branch