

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: ERP RP

Introduction

This hearing dealt with an application by the tenant for emergency repairs and repairs.

During the course of the hearing, the parties reached an agreement to settle all issues raised in the tenant's application except repairs to the kitchen cabinets. The details of the settlement agreement are noted below, in the conclusion of this decision.

Issue(s) to be Decided

- Should the landlord be ordered to repair the kitchen cabinets?

Background and Evidence

The tenancy began in August 2004. The tenant applied for an order that the landlord repair the kitchen cabinets, as the cupboard doors are hanging off their hinges and not closing properly, the shelves are sagging, and the drawers are falling apart. The submission of the tenant was that the cabinets are made of cheap materials, and they are now falling apart simply as a result of normal wear and tear.

The response of the landlord was that the kitchen cabinets were in good condition when the tenancy began, but the tenant has caused excessive damage to them and the landlord should not therefore be responsible for the repair costs. In September 2006 the tenant installed an unauthorized dishwasher in the kitchen, which may have impacted on the structural integrity of the cupboards and drawers; the tenant has stored overly large items such as a pottery wheel in the cupboards; and when the landlord inspected the rental unit on October 27, 2008 it appeared that the damage was caused

by the tenants' three children hanging off the cupboard doors and drawers. In the inspection the landlord noted several other problems in the rental unit, including carpet that the tenant pulled up off the stairs; a window covering, light fixture and satellite dish that the tenant installed without authorization and which caused damage to the unit; two rooms that the tenant painted without permission; and numerous damaged doors, walls and ceilings.

Analysis

Considering all of the photographic, documentary and testimonial evidence, I find that the tenant likely caused the damage to the kitchen cabinets through excessive wear and tear. The tenant's actions throughout the rental unit indicate a willful disregard for proper use of the rental property. I therefore decline to order that the landlord repair the kitchen cabinets.

Conclusion

I dismiss the outstanding portion of the tenant's application regarding repairs to the kitchen cabinets.

The settlement agreement of the landlord and tenant in regard to this application is as follows:

1. the tenant withdraws all portions of her application except regarding repairs to the kitchen cabinets;
2. the landlord will replace the bathroom grout through a standard maintenance order, to be initiated immediately;
3. the landlord will arrange, prior to the end of November 2008, to conduct inspections in the rental unit and inform the tenant what steps she will need to take to prepare for replacement of the carpets and painting of the rental unit;
4. the tenant will take the steps necessary, as instructed, to prepare for carpet replacement and painting, including repairing holes the tenant made in the walls where she installed heavy drapes, and priming the two rooms that the tenant

painted orange and pink;

5. the landlord will, in the course of carrying out repairs, install the missing living room blind; and
6. the tenant will pay the landlord for damages to the bifold closet doors.

Dated: November 10, 2008.