



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MUKS KUM OL HOUSING  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

The landlord applies for a monetary award for the cost of replacement of a two year old fridge.

All parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Does the evidence show the fridge was damaged during the tenancy? If so, what is the reasonable cost due to the damage?

### Background and Evidence

The rental unit is a two bedroom basement suite. The tenancy started in August 2013 and ended February 29, 2016. It is not disputed that the fridge that came with the premises was virtually new at that time. The monthly rent was \$1100.00. The landlord holds a \$550.00 security deposit.

The landlord's representative Ms. B. says the tenants damaged the fridge by opening so wide that it would hit a cupboard. Ultimately, the hinge mechanism broke. The breakage was discovered during the move out inspection.

She says repairs would cost about \$735.00 while a new fridge would be \$749.00 plus taxes and disposal costs for the old fridge.

The tenants say the landlord installed the fridge with its door opening on the wrong side. They say the fridge should not have opened so as to permit it to bang the cupboard. They say the floor was not level and would cause the open fridge door to swing around and hit the cupboard.

They say they reported the door hinge breakage to the landlord during the tenancy.

In response Ms. B. denies that the floor is not level.

### Analysis

The landlord should not have installed the fridge with its door handle on the left so as to permit it to swing right around and bang the cupboard.

The tenants, knowing of the door's penchant for banging into the cupboard, should have taken greater care to avoid the damage.

I award the landlord \$375.00 of the repair/replacement cost, plus recovery of one half the \$100.00 filing fee. I authorize the landlord to retain the total of \$425.00 from the security deposit it holds.

The tenants will have a monetary order against the landlord in the amount of \$125.00 for the remainder of the deposit money.

### Conclusion

The landlord's application is allowed in part.

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: July 26, 2016

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Residential Tenancy Branch