



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JAB CONSTRUCTION LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MNDL, FFL

### **Introduction**

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage to the rental unit and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on May 11, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on May 03, 2022 was sent to the rental unit, via registered mail. The Tenant acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On November 18, 2022 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via registered mail, on November 19, 2022. The Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit?

Background and Evidence

The Landlord and the Tenant agree that the tenancy began in 2017 and that the Tenant is still living in the rental unit.

The Landlord is seeking compensation, in the amount of \$766.23, for repairing two interior doors.

The Landlord and the Tenant agree that when the rental unit was inspected on November 09, 2021 the bathroom door was missing both doorknobs and the bedroom door was damaged and missing one doorknob.

The Tenant stated that:

- sometime prior to July 28, 2020, the doorknobs were starting to “spin” and he had to screw them back on;
- on July 28, 2020 he told the Landlord he was having issues with the doors;
- the Landlord did not repair the doorknobs until December of 2021;
- he did not report a problem with the doorknobs after July 28, 2020;
- as a result of the faulty doorknobs, he became locked in his bedroom;
- as he could not open the door with the doorknob, he forced the door open in an attempt to exit the bedroom;
- both doorknobs on the bathroom door eventually fell off, through normal use;
- he did not report the damaged door to the Landlord;
- he was present when the unit was inspected on November 09, 2021;
- the Landlord repaired the door without asking him if he wanted it repaired;
- the Landlord repaired the door without giving him an opportunity to repair it for a lower cost; and
- he thinks the door handles were 10 to 30 years old.

The building manager agreed that the Tenant reported a problem with his interior doors in July of 2020.

The Agent for the Landlord stated that:

- although the Tenant reported a problem with his doors in July of 2020, the doors were not inspected until the unit was inspected on November 09, 2021;
- the Tenant was not present when the unit was inspected on November 09, 2021;
- the Tenant should have reported the problem with the doors again if it was not repaired after the initial report in 2020;
- photographs of the door, which was submitted in evidence, looks like the door has been kicked in;
- the damage to the door appears deliberate;
- the Tenant never reported the damage to the door that is shown in the photograph;
- the Tenant was not asked if he wanted the door repaired or if the Tenant wanted to repair the door at his own cost; and
- he estimates the door handles were at least 10 years old.

The Landlord submitted invoice to show that the Landlord paid \$453.73 for materials and \$412.50 in labor to repair the door/handles.

### Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence and the photographs submitted in evidence, I find that the bedroom door was damaged with some sort of external force. I find, however, that there is insufficient evidence to determine whether the door was damaged deliberately, as the Agent for the Landlord suggests, or whether it was damaged as a result of the Tenant being “locked” in the bedroom due to a faulty doorknob, as the Tenant suggests.

In my view, the undisputed evidence that the Tenant reported a problem with the bedroom door in 2020 gives an air of credibility to the Tenant’s testimony that he was “locked” in the bedroom as a result of the faulty doorknob and that he had to force his way out of the bedroom, which caused the damage to the door.

Had the Landlord repaired the bedroom door in a timely manner after a problem was reported by the Tenant in 2020, I find it entirely possible that the Tenant would not have become locked in the bedroom and that the damage shown in the Landlord's photographs would not have occurred.

Section 32(3) of the *Act* requires a tenant to repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. Section 32(4) of the *Act* stipulates that a tenant is not required to make repairs for reasonable wear and tear.

In circumstances where the damage to the door occurred was a result of a deficiency with the rental unit, such as is suggested by the Tenant, I find that the Tenant cannot be held liable for the damage. As the Landlord has failed to establish that the damage to the door was unjustified, I dismiss the claim for repairing the damaged door.

On the basis of the testimony of the Tenant, I find that the doorknobs on the bathroom door fell off during his tenancy. I find that his testimony is supported by the undisputed evidence that he reported the problem with the doors to the Landlord in 2020. As the parties agree the doorknobs were old, I find it entirely possible that the knobs likely fell off due to reasonable wear and tear. As the Tenant is not required to repair reasonable wear and tear, I dismiss the claim for replacing knobs on the bathroom door.

In considering this matter, I have placed no weight on the Landlord's submission that the Tenant should have reported the problem with his door again if it was not repaired after the initial report in 2020. While I accept that this would have been reasonable, I find that the Tenant was not obligated to do so. The Tenant is not required to manage the Landlord's repair requests. Once the initial request for repair was made, the onus was on the Landlord to complete the repair.

In considering this matter, I have placed no weight on the disputed testimony of who was present when the unit was inspected on November 09, 2021, as this is irrelevant to my decision.

In considering this matter, I have placed no weight on the disputed testimony that the Tenant was not given the opportunity to repair the door after the Landlord discovered the damage on November 09, 2021, as this is irrelevant to my decision.

I find that the Landlord has failed to establish the merits of this Application for Dispute Resolution and I dismiss the application to recover the fee for filing this Application.

Conclusion

The Application for Dispute Resolution is dismissed, without leave to reapply.

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

Dated: January 13, 2023

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Residential Tenancy Branch