



# Dispute Resolution Services

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

## Decision

Dispute Codes: MND, FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order. Both parties participated in the conference call hearing and had opportunity to be heard.

### Issue(s) to be Decided

Is the tenant responsible for the damage to the rental unit?

Is the landlord entitled to recover the amount claimed?

### Background and Evidence

The tenancy in question ended in April 2008. The parties participated in a dispute resolution hearing in August at which time the landlord was ordered to return the tenant's security deposit. The landlord now claims an amount equivalent to that award in damages. The landlord's agent testified that at the end of the tenancy it was discovered that the door and frame of the bathroom were damaged and the front door frame was also damaged. The landlord's agent gave the telephone number of a witness, but an attempt to reach that witness was unsuccessful as she was unavailable. The landlord's agent testified that she changed the locks on the rental unit on May 10. The parties agreed that the tenancy was supposed to end on April 30, 2008 pursuant to a notice to end tenancy. The landlord's agent testified that no repairs had been made and that new tenants were living in the rental unit. When asked how she arrived at the \$275.00 figure claimed, the landlord's agent testified that the landlord was just claiming the amount of the security deposit which had been ordered to be repaid to the tenant.

The tenant and her two witnesses testified that the bathroom door was damaged when someone was stuck in the bathroom and the frame had to be removed to open the door. The tenant and her witnesses further testified that the damage to the front door frame consisted of a two square inch area which had been prepared for the installation of a

deadbolt which was never completed. One of the tenant's witnesses testified that he has years of experience in the construction industry and that he had come to the rental unit on April 28 to repair the door frames but at that time found that the locks had been changed and he was unable to access the rental unit. The tenant and her other witness confirmed that they too were present on April 28 and found that their keys did not work in the locks. The tenant's witness who had been prepared to repair the door frames testified that there was approximately \$10.00 in damage to the bathroom door and \$20.00 - \$30.00 in damage to the front door and that it would have taken him approximately an hour to complete repairs.

### Analysis

The parties are in agreement that the tenant caused damage to the two door frames. I find that the landlord had changed the locks by April 28 thereby preventing the tenant from repairing the door frames. I have arrived at this conclusion based on the testimony of the tenant and her witnesses and on the landlord's application, on which he had originally written that the locks were changed in April with the exact date being either 20 or some date beginning with the number 2, but the date was then changed to May 10. I find that the tenant is responsible for the cost of repairs in the amount of \$10.00 for the bathroom door and \$30.00 for the front door. No award is made for the cost of labour as I accept the tenant's testimony that her witness could have completed the repairs. As the tenant was prepared to perform the repairs prior to the end of the tenancy and was prevented from doing so when the landlord changed the locks, I find that the landlord must bear the cost of the filing fee paid to bring this application.

### Conclusion

I find that the landlord has established a claim for \$40.00 in damages and I grant the landlord an order under section 67 for that sum. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated October 15, 2008.