



# **Dispute Resolution Services**

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

## **DECISION**

**Dispute Codes:** OPC, MNDC and FF

### **Introduction**

This application was brought by the landlord seeking an Order of Possession pursuant to a Notice to End Tenancy for cause served by registered mail sent December 21, 2008. The landlord also sought a Monetary Order for damages and recovery of the filing fee for this proceeding.

At the commencement of the hearing, the parties advised that the tenancy had ended and the landlord withdrew the request for an Order of Possession.

### **Issue(s) to be Decided**

This matter requires a decision on whether the landlord has proven damages, that the tenant was responsible for those damages and that the amount claimed is the actual or appropriate cost of remedying the damages.

### **Evidence**

This tenancy ran from June 1, 2008 to February 1, 2009. Rent was \$1,500 per month and the landlord holds a security deposit of \$750.

The parties concurred that the tenant had voluntarily relinquished the security deposit plus interest in set off against damages for which they agreed the tenant was responsible. The parties further agreed that an additional \$65.99 remains owing to the landlord for those miscellaneous damages that were not covered by the security deposit.

The parties also agreed that the tenant owes the landlord \$2,981.01 as a result of an incident in the early morning hours of December 29, 2008 in which the tenant's son had broken the entry way door to the rental building. Evidence of the tenant was that her son had come home and due to a dead battery on his cell phone, he had not been able to gain entry. It was very cold, and after waiting for some time, he broke the door at about 5 a.m.

The landlord submitted an invoice from Extreme Glass Ltd. for the amount claimed and copy of a letter from the Strata Corporation to his office requesting payment.

This matter is complicated by the fact that the tenant gave evidence that her son has appeared in court on mischief charges arising from the incident and it is possible there is or may be a Restitution Order from the court.

### **Analysis**

As the tenant did not contest the facts or the amounts claimed by the landlord, I find that the landlord is entitled to the Monetary Order. However, as the parties were uncertain as to the existence a Restitution Order from the court, I advised them that such would supersede my Monetary Order and render it unenforceable.

On that understanding, the landlord's copy of this decision is accompanied by a Monetary Order calculated as follows:

Repair of front entry way to rental building	\$2,829.01
Miscellaneous damages not covered by security deposit	65.99
Filing fee	50.00
<b>TOTAL</b>	<b>\$2,945.00</b>

Thus, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, in the amount of \$2,945.00. for service on the tenant.

Again, the parties are reminded that, if this order should conflict with a Restitution Order from the court, that Order would prevail.

March 5, 2009.

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Dispute Resolution Officer