

## Decision

**Dispute Codes:** MND, MNSD, FF

### **Introduction**

This is the Landlord's application for a Monetary Order for damages to the rental unit; to apply the security deposit in partial satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenants.

I reviewed the evidence provided prior to the Hearing. The parties gave affirmed testimony and this matter proceeded on its merits.

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

- (1) Is the Landlord entitled to a Monetary Order, and if so, in what amount?
- (2) Is the Landlord entitled to recover the cost of the filing fee from the Tenants?

### **Background and Evidence**

#### Facts on which the parties agree:

- The tenancy started on August 3, 2003, and ended on August 31, 2009.
- The Tenants paid a security deposit to the Landlord on August 25, 2003, in the amount of \$440.00.
- The Tenant JK and the Landlord performed a move-out Condition Inspection Report on August 31, 2009. The Tenant JK agreed to pay for damages to a glass window and to replace the refrigerator door.

#### Landlord's testimony and evidence

The Landlord provided 2 quotes in evidence for the cost of replacing the glass window,

one dated September 9, 2009 in the amount of \$812.00, and the other dated September 2, 2009, in the amount of \$2,076.00. The Landlord's agent testified that at the time of filing the application, the window had not been fixed, but has now been repaired. The Landlord provided a copy of a receipted invoice dated October 7, 2009, in the amount of \$885.64 for the window replacement. The Landlord provided an invoice dated September 4, 2009, in the amount of \$72.80 for replacement of the fridge door handle.

The Landlord provided a copy of the last page of the Condition Inspection Report in evidence, with the signature of the Tenant JK acknowledging responsibility for the broken window glass and broken fridge door handle.

The Landlord's agent amended the Landlord's claim, reducing the amount claimed for damages from \$2,180.01, to a total of \$958.44. The Landlord's agent asked to recover the cost of the filing fee from the Tenants and to apply the security deposit and interest towards the Landlord's monetary award.

#### Tenant JK's testimony

The Tenant did not agree to the estimate in the amount of \$2,076.00 for the broken window, but agreed that he had signed the Condition Inspection Report, indicating that he was responsible for the damages to the window and refrigerator door handle.

#### **Analysis**

I am satisfied, on the testimony of both parties and documentary evidence provided by the Landlord, that the Landlord has proven its claim for damages in the amount of \$958.44. The window and refrigerator door handle were admittedly damaged by the Tenants. The Landlord provided documentary evidence to support the amount of its claim.

Pursuant to Section 72(2)(b) of the Act, the Landlord may apply the security deposit, together with accrued interest, towards partial satisfaction of its monetary award. The Landlord has been successful in its application and is entitled to recover the cost of the filing fee from the Tenants.

The Landlord has established a Monetary Order against the Tenants, calculated as follows:

Cost of replacing window and refrigerator handle	\$958.44
Recovery of filing fee	\$50.00
Less security deposit and accrued interest	<u>-\$455.59</u>
Total Monetary Order for the Landlord	\$552.85

### **Conclusion**

I hereby grant the Landlord a Monetary Order in the amount of \$552.85 against the Tenants. This Order must be served on the Tenants and may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

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.

January 28, 2010

\_\_\_\_\_  
Date of Decision

\_\_\_\_\_