



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for a monetary order for unpaid utilities, for damage to the rental unit and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the Landlord entitled to monetary compensation from the Tenant?

Background and Evidence

Based on the affirmed testimony and the evidence provided by the Landlord, I find that the Tenant was ordered to vacate the rental unit on April 30, 2010, under an order of possession granted in a different hearing on March 31 of 2010.

The Tenant vacated the rental unit, however, the Landlord is claiming he has incurred costs to repair damages done by the Tenant to a door in the rental unit and for unpaid utilities owed.

The Landlord and Tenant both submitted evidence that indicates the Tenant was having an ongoing dispute with other occupants who live in a different suite at the rental unit property. The Landlord testified that the Tenant had been fighting with the other occupant for a long time.

The Tenant claims the other occupant damaged the washing machine and refused to pay his share when the Tenant paid to have it fixed. The Tenant removed the agitator from the washing machine, rendering it useless to the other occupant. The other occupant then nailed the laundry room door shut, preventing the Tenant from using the laundry room.

The Tenant admits he used a hammer and chisel to pry open the door to the laundry room. He submits the Landlord should have claimed against the occupant who nailed the door shut.

The Landlord is claiming \$300.00 for the materials and labour to repair the door.

The Landlord also claims against the Tenant for unpaid utility bills. The Landlord claims the Tenant owes \$54.17 for hydro and \$65.34 for gas.

The Tenant testified that he has paid all the bills as far he is concerned. The Tenant testified he had not entered the paid bills in evidence as the hearing was going to be conducted by telephone conference call and he did not know how to send in evidence.

The Landlord further testified that he had meant to include a claim against the Tenant's security deposit which he is still holding. The Tenant argued the Landlord should have to return the security deposit to him.

Analysis

Based on the testimony, evidence and photographs, and on a balance of probabilities, I find that the Tenant has breached the Act by failing to repair damages he caused to the door at the rental unit prior to vacating and by failing to pay utility bills.

Regardless of who or why the laundry room door was nailed shut, the Tenant had no right or authority to damage the Landlord's property. The Tenant also had an obligation to repair any damage he caused to the rental unit prior to vacating.

I do not accept the Tenant's testimony that he did not know how to submit evidence that he had paid the utility bills because the Tenant had submitted written documents to the file for the Application prior to the hearing. Therefore, I find the Tenant had insufficient evidence that he had paid the bills.

I find there is sufficient probability that the Landlord intended to claim against the security deposit based on the testimony and evidence, and I order that the Landlord's claim be amended to include a claim against the security deposit.

I find the Tenant's breach of the Act and tenancy agreement has caused the Landlord to suffer losses.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find that the Landlord has established a total monetary claim of **\$469.51**, comprised of \$300.00 to repair the door, \$119.51 for unpaid utilities and the \$50.00 fee paid for this application.

I order that the Landlord retain \$469.51 from the deposit and interest of **\$595.37** held, in full satisfaction of the claim, and I order the Landlord to return the balance of **\$125.86** to the Tenant. Pursuant to policy guidelines, I am providing the Tenant with a monetary order in these terms.

The monetary order may be filed in the Provincial Court (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*.

Dated: October 15, 2010.

Dispute Resolution Officer