



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD MNDC MND FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain a Monetary Order for damage to the unit, site or property, for money owed or compensation for damage of loss under the Act, regulation, or tenancy agreement, to keep all or part of the security deposit, and to recover the cost of the filing fee from the Tenant for this application.

Service of the hearing documents, by the Landlord to the Tenant, was done in accordance with section 89 of the *Act*, sent via registered mail August 30, 2010. Mail receipt numbers were provided in the Landlord's evidence. The Tenant is deemed to be served the hearing documents on September 4, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The Landlord appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form.

Issues(s) to be Decided

1. Did the Tenant breach the Act, regulation, or tenancy agreement?
2. If so, has the Landlord proven entitlement to a Monetary Order as a result of that breach?

Background and Evidence

The month to month tenancy was effective September 1, 2009. Rent was payable on the first of each month in the amount of \$980.00 and a security deposit of \$490.00 was paid to the Landlord on July 24, 2009. The rental unit is a town home with a private entrance.

The Landlord testified that after serving the Tenant notice of this hearing he stopped paying rent and he vacated the rental unit September 30, 2010. The Landlord is seeking compensation for the repair to the exterior entrance door to the rental unit which was damaged on May 11, 2010 by the Tenant's guest. She stated that the Tenant and a guest were watching a sporting event and drinking beer. After the Tenant had his guest leave his guest attempted to regain entry into the rental unit by breaking down the door. She stated they were required replace the door and door frame as supported by her evidence. She also included a copy of the request for repair written May 12, 2010 and signed by the Tenant which states "I will cover the costs".

Analysis

I have carefully reviewed the Landlord's documentary evidence which included, among other things, a copy of the tenancy agreement, a copy of the request for repairs, an estimate to repair the entrance door, a copy of the invoice for the repair in the amount of \$1,678.60 dated May 13, 2010, and a payment demand letter dated August 16, 2010 issued to the Tenant from the Landlord.

Section 7(1) of the Act provides that if a landlord or tenant does not comply with this Act, the Regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for the damage or loss which results. That being said, section 7(2) also requires that the party making the claim for compensation for damage or loss which results from the other's non-compliance, must do whatever is reasonable to minimize the damage or loss.

The party applying for compensation has the burden to prove their claim and in order to prove their claim the applicant must provide sufficient evidence to establish the following:

1. That the Respondent violated the Act, Regulation, or tenancy agreement; and
2. The violation resulted in damage or loss to the Applicant; and
3. Verification of the actual amount required to compensate for loss or to rectify the damage; and
4. The Applicant did whatever was reasonable to minimize the damage or loss

Section 32 of the Act provides a tenant of a rental unit must 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. The evidence supports it was the Tenant's guest who caused the damage and that the Tenant agreed, in writing, to pay for the repairs. Based on the aforementioned I find the Landlord has proven the test for damage or loss and I hereby approve her claim of \$1,678.60.

The Landlord has been successful with her application; therefore I award recovery of the filing fee.

Monetary Order – I find that the Landlord is entitled to a monetary claim and that this claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenant's security deposit as follows:

Cost to repair/replace entrance door to the rental unit	\$1,678.60
Subtotal (Monetary Order in favor of the landlord)	\$1,728.60
Less Security Deposit of \$375.00 plus interest of \$0.00	- 490.00
TOTAL OFF-SET AMOUNT DUE TO THE LANDLORD	\$1,238.60

Conclusion

A copy of the Landlord's decision will be accompanied by a Monetary Order for **\$1,238.60**. The order must be served on the respondent Tenant and is enforceable through the Provincial Court 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: December 09, 2010.

Dispute Resolution Officer