



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the Landlord for compensation for damages to the rental unit, to recover the filing fee for this proceeding and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord's agent said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on December 29, 2010. Section 90 of the Act says that a document delivered by mail is deemed to be received by the recipient 5 days later (even if they refuse to pick up the mail). Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absence.

Issue(s) to be Decided

1. Is the Landlord entitled to compensation for damages to the rental unit and if so, how much?
2. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on June 14, 2010 and ended on January 5, 2011 when the Tenant moved out. Rent was \$475.01 per month (\$25.01 of which was for utilities). The Tenant paid a security deposit of \$237.50 at the beginning of the tenancy.

The Landlord said the Tenant caused a number of damages to the rental unit and as a result, she signed an agreement on December 4, 2010 to end the tenancy on December 22, 2010. The Landlord said he offered to do a move out condition inspection with the Tenant on December 7 and 15, 2010 but she did not respond to him. As a result, on December 19, 2010 the Landlord served the Tenant in person with a Notice of Final Opportunity to Schedule a Condition Inspection Report on December 22, 2010 at 1:00 p.m. The Landlord said that when he arrived at the rental unit on December 22, 2010, the Tenant was not there and as a result, he completed the condition inspection report in the Tenant's absence.



Dispute Resolution Services

Page: 2

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The Landlord said the Tenant's boyfriend kicked in her front door which damaged the door and lock beyond repair and also damaged the door jamb. The Landlord also claimed that the Tenant damaged a window latch when she crawled through it to gain entry to the rental unit (because she could not find her key).

Analysis

Section 32(3) of the Act says that "a tenant 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."

In the absence of any evidence from the Tenant to the contrary, I find that she is responsible for the damages to the door and the window. The Landlord provided a quote showing that the cost to replace the door, deadbolt and window parts was \$314.43. Consequently, I find that the Landlord is entitled to recover these amounts to repair the door and window. I also find that the Landlord is entitled pursuant to s. 72 of the Act to recover from the Tenant, the \$50.00 filing fee for this proceeding.

I Order the Landlord pursuant to s. 38(4) of the Act to keep the Tenant's security deposit in partial payment of the damage award. The Landlord will receive a Monetary Order for the balance owing as follows:

Damages:	\$314.43
Filing fee:	<u>\$50.00</u>
Subtotal:	\$364.43
Less: Security deposit:	<u>(\$237.50)</u>
Balance owing:	\$126.93

Conclusion

A Monetary Order in the amount of **\$126.93** has been issued to the Landlord and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: January 13, 2011.

Residential Tenancy Branch