



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for damage to the unit and money owed or compensation for damage or loss under the Act, and to recover the filing fees associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenant by way of registered mail on September 29th, 2010, for which Canada Post confirmed the recipient had refused delivery on October 15th, 2010. The tenant did not participate and the hearing proceeded in the tenant's absence.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and for what amount?

Background and Evidence

The rental unit consists of a three bedroom townhouse located in Vernon.

Pursuant to a written agreement, the month to month tenancy started on November 1st, 2009. The monthly subsidized rent of \$675.00 was payable on the first of each month. The tenant paid a security deposit in the amount of \$500.00, based on an economic rent estimated at \$1100.00 for this type of rental unit.

In her application, the landlord testified that on September 3rd, 2010, the tenant reported her living room window had been smashed by neighbourhood kids. The landlord stated that during an annual inspection of the unit conducted on September 10th, 2010, she noted that the dining room light fixture was missing, the living room blinds were broken, and the bathroom door had also been smashed. In her written submissions, the landlord also provided four photographs showing the reported damages.

The landlord made a monetary claim with copies of quotes for the repairs as follows:

- Living room window replacement: \$ 618.24
- New blinds: \$ 236.81
- New lighting fixture: \$ 41.41
- New interior door: \$ 65.51
- Paint and install interior door: \$ 50.00
- Total: \$1011.97

The landlord testified that all damages occurred on the same day as a result of a domestic dispute, and confirmed that the repairs were done at the quoted costs. The landlord stated that tenant left without providing a forwarding address.

Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to the *Residential Tenancy Act*. Refusing delivery of registered mail does not discharge the tenant's obligation towards the landlord. I find that the tenant ought to have had knowledge of the date scheduled for this hearing.

Section 32 (3) of the *Residential Tenancy Act* provides in part that a tenant must repair damage to the rental unit that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

I find on a balance of probabilities that the damages to the rental unit in this matter were caused by the tenant. Accordingly, the landlord is entitled to a monetary order as claimed.

Conclusion

The landlord has established a claim of \$1011.97. Since she was successful, I also award the landlord the \$50.00 filing fee for this application for the sum of \$1061.97. Pursuant to Section 67 of the Act, I authorize the landlord to retain the tenant's \$500.00 security deposit and I award the landlord a monetary order for the balance of \$561.97.

This Order may be registered in the Small Claims Court 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 27, 2011.

Residential Tenancy Branch