



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the landlord to keep all or part of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy began August 2007 with monthly rent of \$1550.00, the tenants paid a security deposit of \$750.00.

The landlord testified that the tenant had damaged the door to the rental unit after having a fight with his roommate and being locked out of the apartment and as this is was the tenant's unit the tenant is responsible for the damage to the door. The landlord stated that the door jamb has been damaged and that the only way to repair it is to replace the entire door.

The landlord is seeking \$511.49 compensation for replacement of the damaged door.

The resident manager stated that he was home on the day the door was damaged and could hear arguing coming from the tenant's unit as he lives directly below. He stated that the RCMP were called to the building and that he let the RCMP in so that they could go up to the second floor and attend to whatever was happening. The resident manager refused to say if he told the RCMP what suite to go to. Shortly thereafter the resident manager heard a loud crash.

When the RCMP left the resident manager stated that he immediately went upstairs and found that the police had kicked in the door to the tenant's apartment but that the tenants were not home. Later that evening the resident manager went to fix the door jamb for the tenant who apologized for the door being broken.

The tenant testified that the door was kicked in by the RCMP but that the RCMP had gone to the wrong apartment. The tenant admits that he and his roommate had been arguing but that they were not home at the time of the incident. The tenant stated that the RCMP officer apologized to him for their error and stated that if the landlord had contacted the RCMP he would have found out that the RCMP had gone to the wrong apartment.

The tenant in this hearing was willing to reach an agreement with the landlord over the cost of damages however the landlord preferred to have a decision made by the Dispute Resolution Officer.

Analysis

Based on the documentary evidence and testimony I find that the landlord has not fully met the burden of proving that the tenant was 100% responsible for the damage to the door and that the only way to fix the door jamb is to replace the entire door. Therefore the landlord is entitled to a limited amount of compensation.

Accordingly, I find that the landlord has established entitlement to compensation in the limited amount of \$150.00.

As the landlord has had limited success in their application the landlord is entitled to \$25.00 of the \$50.00 filing fee.

Conclusion

I find that the landlord has established a monetary claim for \$150.00 in unpaid rent. The landlord is also entitled to recovery of \$25.00 of the filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep \$175.00 of the tenant's security deposit in full satisfaction of the claim.

I order the landlord to return the \$125.00 balance of the tenant's security deposit to the tenant.

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: April 29, 2010

Residential Tenancy Branch