



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for damages to the unit and to recover the cost of filing the application from the tenant.

The landlord attended the hearing. As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered.

The landlord's agent testified that the tenant (GC) was personally served at his place of employment. I find the tenant (GC) was served in accordance with the Act and failed to attend.

Preliminary Issue

The landlord's agent testified the tenant (SS) was not served.

The Residential Tenancy Branch Rules of Procedure states that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. In this case, the tenant (SS) was not served as required by the rules.

As a result, this hearing proceeded with the tenant (GC) who was duly served.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damages to the unit?

Is the landlord entitled to recover the cost of filing the application from the tenant?

Background and Evidence

This tenancy began on July 30, 2011 on a fixed term tenancy until January 31, 2012 then thereafter on a month-to-month basis. The monthly rent was \$850.00 payable on

the 1st of each month and a pet damage deposit of \$250.00 and a security deposit of \$425.00 were paid to the landlord.

The parties attended at a Dispute Resolution Hearing on May 25, 2012, and the landlord was granted a monetary order and was granted permission to retain the pet damage deposit and security deposit.

The landlord's agent testified that on or about January 31, 2012, the police attended the rental unit. The landlord stated due to the actions of the tenants the police were required to break down the front door of the rental unit. Filed in evidence are photographs of the front door.

The landlord's agent testified that it cost \$412.16 to replace the door and a further \$196.00 to have the door installed. Filed in evidence are copies of these receipts.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

To prove a loss and have one party pay for the loss requires the other party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

In this case, the landlord has the burden of proof to prove a violation of the Act and a corresponding loss.

In this case, the police attended the rental unit as a result of the tenants actions, the police were required to break down the door to gain access to the unit. I find that due to the actions of the tenants the landlord suffered a loss and is entitled to be compensated for the broken door. I granted the landlord compensation in the amount of **\$608.16**.

I find that the landlord has established a total monetary claim of **\$658.16** comprised of the above described amount and the \$50.00 fee paid for this application

Conclusion

The landlord is granted a monetary order in the above amount.

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: September 28, 2012.

Residential Tenancy Branch