



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were personally served to the female Tenant by his brother and brother-in-law on July 27, 2012. The Landlord submitted a document that is apparently signed by these parties that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served to the female Tenant in accordance with section 89 of the *Act*, however the female Tenant did not appear at the hearing.

The Landlord stated that he was unable to serve the male Tenant with copies of the Application for Dispute Resolution and Notice of Hearing. The Landlord was given the opportunity to withdraw his Application for Dispute Resolution or to amend it to remove the male Tenant. He opted to remove the male Tenant from his Application for Dispute Resolution and the Application has been amended accordingly.

The Landlord submitted documents to the Residential Tenancy Branch. The Landlord stated that copies of these documents were personally served to the female Tenant by a male with the initials "J.M." on October 02, 2012. The Landlord submitted a document that is apparently signed by this individual that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served to the female Tenant in accordance and they were accepted as evidence for these proceedings.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for unpaid rent; to compensation for damage to the residential property; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Landlord stated that this tenancy began on June 15, 2011 and that the Tenant vacated the rental unit on July 15, 2012.

The Landlord stated that the Tenants agreed to pay monthly rent of \$1,150.00 and that they did not pay any of the rent due for June and July of 2012. He is seeking compensation for unpaid rent from June, in the amount of \$1,150.00, and unpaid rent from July, in the amount of \$575.00.

The Landlord is seeking compensation, in the amount of \$676.37, for the cost of repairing the front door to the residential complex. The Agent for the Strata Corporation stated that he was not on site the weekend the front door was broken; that he was informed by the female Tenant that a male who had been living in the rental unit moved out of the unit on the weekend the door was broken; that no other persons living in the residential complex moved that weekend; that the front door was broken when something with the shape of a screw driver was jammed into the door frame; that the pressure of the foreign object caused the door hinge to fail; and that the door was replaced that weekend by a glass company.

The Landlord is seeking compensation, in the amount of \$100.00, for late fees charged by the Strata Corporation. The Landlord stated that he delayed paying the bill for repairing the door as the Tenant was denying responsibility for the cost. He stated that he has been charged a total of \$100.00 as he did not pay the bill in a timely manner. He argued that this cost would not have been incurred if the Tenant had accepted responsibility for the cost of repairing the door.

Analysis

On the basis of the evidence presented by the Landlord and in the absence of evidence to the contrary, I find that the Tenant was obligated to pay monthly rent of \$1,150.00 and that the rent was not paid for June or July of 2012. As the Landlord is entitled to rent when it is due, pursuant to section 26 of the *Residential Tenancy Act (Act)*, I find that the Landlord is entitled to the full amount of his claim for unpaid rent, which is \$1,725.00.

On the basis of the testimony provided by the Agent for the Strata Corporation and in the absence of evidence to the contrary, I find, on the balance of probabilities, that a male who had been living in the rental unit broke the front door of the residential complex when he was moving out of the building. Section 32(3) of the *Act* requires tenants to repair damage to common areas that is caused by the action or neglect of a tenant or a person permitted on the property by a tenant. I therefore find that the Tenant must repair the damage caused by this male. The Tenant submitted documentary evidence to show that the cost of repairing this damage was \$676.37 and I therefore find that the Tenant must pay this amount to the Landlord.

Section 7(2) of the *Act* requires a Landlord to do what is reasonable to mitigate their damage or loss. In my view, it would have been reasonable for the Landlord to pay the costs charged by the Strata Corporation for the broken door while he and the Tenant were determining responsibility for the costs. In the event the Landlord was able to show that the Tenant was responsible for the costs, he would have then had the right to seek compensation from the Tenant. In the event the Landlord was not able to show that the Tenant was responsible for the costs, he would have then had the right to seek a refund from the Strata Corporation. In my view the Landlord should not have delayed payment and the Tenant is not obligated to compensate the Landlord for any costs arising from the Landlord's decision to delay the payment. I therefore dismiss the Landlord's claim for compensation for late payment fees charged by the Strata Corporation.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$2,451.37, which is comprised of \$1,725.00 in unpaid rent, \$676.37 for repairing a door, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. Based on these determinations I grant the Landlord a monetary Order for the amount of \$2,451.37. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: October 10, 2012.

Residential Tenancy Branch