



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, ERP, CNR, OPR, MNSD, MNR, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Tenant applied on February 13, 2013 for:

1. An Order cancelling a Notice to End Tenancy – Section 46;
2. A Monetary Order for compensation or loss - Section 67;
3. An Order for the Landlord to provide services or facilities required by law - Section 65; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on February 18, 2013 for:

1. An Order of Possession - Section 55;
2. An Order for unpaid rent or utilities - Section 67;
3. An Order to retain the security deposit – Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant appeared at the Hearing. The Landlord did not appear.

I accept the Tenant’s evidence that the Landlord was personally served with the application for dispute resolution and notice of hearing on February 12, 2013 in accordance with Section 89 of the Act. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

This matter was set for a conference call hearing at 10:30 a.m. on this date. The line remained open for fifteen minutes while the Hearing was conducted. The Landlord did not call into the hearing during this time. As the Landlord did not appear to deal with the Landlord's application, the Landlord's application is dismissed.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

The tenancy started on July 1, 2012 at a rental rate of \$900.00. In August 2012, the Parties signed a three year term tenancy agreement with rent of \$850.00 payable and including utilities. At the outset of the tenancy, the Landlord collected \$450.00 as a security deposit.

On January 25, 2013, the Landlord verbally told the Tenant to move out. On January 30, 2013, the Landlord refused to accept the rent payment for February 2013. On February 1, 2013, the Landlord disconnected the power to the unit. The power to the unit was restored on February 4, 2013. On February 6, 2013, the Tenant received a 10 day notice to end tenancy for unpaid rent. On February 10, 2013, the Landlord smashed the entrance door to the Tenant's unit and although the police were called and told the Landlord to make repairs to the door, the Landlord refused. The police advised the Tenant to make the repairs herself and on February 11, 2013, the Tenant had the door temporarily repaired with a plastic covering. On February 12, 2013, the Landlord threatened the Tenant not to make further repairs to the door. On February 13, 2013, with the presence of the police, the Tenant has the door repaired by installing a plywood sheet over the door. AS the Tenant's unit was not secure due to its destruction, the Tenant placed her belongings in storage. The Tenant moved out of the unit on March 1, 2013, returned the keys to the Landlord and obtained a letter from the Landlord indicating that the unit was clean and undamaged.

The Tenant claims \$150.00 for the first repair to the door and \$400.00 for the second repair to the door. The Tenant also claims \$125.00 for the cost of the storage.

Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Based on the undisputed evidence of the Tenant, I find that the Landlord damaged the door to the Tenant's unit, caused a significant security concern for the Tenant and caused the Tenant to incur expenses to have the door repaired and to move their belongings into storage. Accordingly, I find that the Tenant is entitled to the **\$675.00** claimed.

Conclusion

I grant the Tenant an order under Section 67 of the Act for the amount of **\$675.00**. If necessary, this order may be filed 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: March 06, 2013

Residential Tenancy Branch

