



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Housing Management Commission
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for damage to the unit, site or property and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Residential Tenancy Act (Act)*; served by registered mail on March 01, 2013. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*. The landlord also served the tenant in person on May 13, 2013 when the tenant failed to pick up the registered mail.

The landlord's agents appeared, gave sworn testimony, were provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?

Background and Evidence

The landlord's agent testifies that this month to month tenancy started on August 01, 2009. There were two tenants named on the tenancy agreement however the female

tenant vacated the rental unit on May 25, 2012. Rent for this unit is \$350.00 per month and the tenancy continues with the male tenant only.

The landlords agent testifies that during a routine inspection in May 2012 it was noted that there was a broken window in the living room, several large holes in the dry wall throughout the unit some quite large and damage to an exterior door. During that inspection a relative of the female tenant was in attendance and signed the inspection report. A letter was sent to the male tenant on September 11, 2012 concerning these damages and the tenant agreed verbally to set up and pay a payment plan for the costs incurred to repair the damage.

The landlord's agents have provided a copy of the inspection report detailing the damage and the prepayment plan which the tenant did not sign. The landlord's agent testifies that the total cost to repair the damage was \$1,537.51. This comprised of \$137.51 for the replacement window, \$952.00 for the drywall repairs, and \$448.00 for a replacement door. The landlord has provided invoices for this work in evidence along with photographic evidence showing the damage. The landlord's agent testifies that the tenant had agreed to pay \$50.00 per month however the tenant only made one payment on January 07, 2013 for \$48.02. The landlord seeks a Monetary Order for the outstanding costs to repair the damages to the sum of \$1,489.49. The landlord also seeks to recover the \$50.00 filing fee from the tenant.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of the landlord's agents. I refer the parties to s. 32(3) of the *Act* which states that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

I am satisfied from the evidence before me that the tenant or a person permitted on the property by the tenant caused damage to the drywall which required extensive repairs, a window was broken and there was damage to an exterior door which resulted in the replacement of that door.

It is therefore my decision that the landlord is entitled to recover the outstanding costs of these repairs from the tenant. The landlord is therefore entitled to a Monetary Order for the sum of **\$1,489.49** pursuant to s. 67 of the *Act*.

I further find the landlord is entitled to recover the **\$50.00** filing fee from the tenant pursuant to s. 72(1) of the *Act*.

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for **\$1,539.49**. The order must be served on the respondent and is enforceable through the Provincial Court 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: May 23, 2013

Residential Tenancy Branch