



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPC, OPB, MNR, MND, MNDC, MNSD and FF

### Introduction

By application of May 13, 2013, the landlords sought an Order of Possession pursuant to a one-month Notice to End Tenancy for cause served on April 27, 2013 by posting on the tenant's door and setting an end of tenancy date of May 31, 2013.

The landlords also sought a Monetary Order for unpaid rent, damage to the rental unit, damage or loss under the legislation or rental agreement, recovery of the filing fee for this proceeding and authorization to retain the tenant's security deposit in set off against the balance owed.

Despite having been served with the Notice of Hearing sent by registered mail on May 14, 2013, the tenant did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

At the commencement of the hearing, the landlords advised that the tenant had vacated the rental unit from May 31, 2013 to June 2, 2013 with notice or providing a forwarding address. They requested the Order of Possession to ensure their right to change the locks.

### Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to the Order of Possession and monetary award for the claims submitted and in what amounts.

Claims in damages require that several factors be taken into account: whether damages are proven and attributable to the tenant, the comparison of move-in vs. move-out condition inspection reports, normal wear and tear, depreciation, and whether amounts claimed are proven and reasonable. The burden of proof falls to the applicant.

### Background, Evidence and Analysis

This tenancy began on September 1, 2010. Rent was \$625 per month and the landlords hold a security deposit of \$300 paid on September 1, 2010.

During the hearing, the female landlord gave evidence that the tenancy had gone relatively smoothly until the fall of 2012 when the tenant, without consent and in breach of the rental agreement, permitted a female companion to move in with him. Subsequently, a number of incidents, including some requiring police attendance, took place resulting in four of the 12 other tenants in the building leaving their tenancies and damage to the rental unit and common property.

As to the request for the Order of Possession, section 47(4) of the *Act* provides that, a tenant who receives a Notice to End Tenancy for cause may within 10 days make application to contest the Notice. If the tenant does not make such application, section 47(5) of the *Act* states that the tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice.

As the end date set by the Notice was May 31, 2013 and as the tenant has left the tenancy, I find that the landlord is entitled to an Order of Possession effective immediately.

As to the landlords claims for a monetary award for damages, they have submitted a number of receipts and photographs in support of the following claims on which I find as follows:

**Rent for May 2013 - \$625.** I accept the uncontested evidence of the landlords that, after receiving the Notice to End Tenancy, the tenant did not pay the rent for May 2013 although he continued to live in the rental unit. The claim is allowed in full.

**Damage to unit entry door, frame and fire extinguishers - \$310.83.** This claim arises from an incident on November 25, 2012 in which the tenant's female guest ran amok, striking the door and frame to the rental unit with two fire extinguishers. The claim includes \$143.46 for the cost of the damaged extinguishers, \$20 service fee, \$184.80 for repair of the door and \$25.20 for a replacement door handle. The total claim accounts for a \$70 payment made by the tenant toward the repairs. All items were supported by paid receipt and the claim is allowed in full.

**Carpet cleaning - \$84.00.** The landlords stated that as a result of the broken fire extinguishers, part of their contents got on to the carpets in the rental unit requiring professional cleaning. This claim is allowed.

**Replace glass to main entry door - \$750.40.** The landlord gave evidence that the tenant had acknowledged driving his car into the main entry door to the rental building in late March 2013, but declined to provide insurance information. This claim is supported by a paid receipt and it is allowed in full.

**Filing fee - \$50.** As the landlords' application has substantially succeeded on its merits, I find that they are entitled to recover the filing fee for this proceeding from the tenant.

**Security deposit – (\$300).** As authorized by section 72 of the *Act*, I order that the landlords retain the security deposit in set off against the balance owed to them by the tenant.

Thus, I find that the tenant owes to the landlords an amount calculated as follows:

Rent for May 2013	\$ 625.00
Damage to entry door, frame and fire extinguishers	310.83
Carpet cleaning	84.00
Replace glass to main entry door	750.40
Filing fee	<u>50.00</u>
Sub total	\$1,820.23
Less retained security deposit	- 300.00
<b>TOTAL</b>	<b>\$1,520.23</b>

Conclusion

The landlords' copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia and effective as of 3:00 p.m. on June 6, 2013

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$1,520.23** for service on 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: June 06, 2013

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Residential Tenancy Branch

