



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, MND, MNSD, FF

Introduction:

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Cause, a monetary Order for damage; to retain all or part of the security deposit, and to recover the fee for filing an Application for Dispute Resolution. At the hearing the Landlord withdrew the application for an Order of Possession, as the rental unit has been vacated, and the Landlord withdrew the application to retain the security deposit, as the Tenant provided the Landlord with written authorization to retain the deposit for damage to the rental unit, not including the claim for the damaged door.

The Agent for the Landlord stated that the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord wishes to rely upon as evidence were sent to the Tenant at the rental unit, via registered mail, on July 23, 2013. The Agent for the Landlord cited a Canada Post tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

The Agent for the Landlord stated that additional documents the Landlord wishes to rely upon as evidence were sent to the Tenant at the rental unit, via registered mail, on August 09, 2013. The Agent for the Landlord cited a Canada Post tracking number that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 88 of the *Act*.

Issue(s) to be Decided:

Is the Landlord entitled to compensation for damaging a door?

Background and Evidence:

The Agent for the Landlord stated that on May 26, 2013 the police forced the door of the rental unit open and arrested the Tenant. This testimony is corroborated by notes made by the building manager, which were submitted in evidence.

The Agent for the Landlord stated that the incident damaged the door, the handle/lock, the door frame, and some surrounding walls. The Agent for the Landlord stated that the door was initially covered with plywood but was subsequently replaced by the Strata. The Landlord submitted a receipt, in the amount of \$2,087.06 for the repairs, all of which were required as a result of this single incident.

Analysis

On the basis of the oral and written evidence submitted by the Landlord and in the absence of evidence to the contrary, I find that the police broke open the door of the rental unit for the purposes of arresting the Tenant.

Section 32(3) of the *Act* stipulates that a tenant must repair damage to the rental unit that is caused by the actions of the tenant. In the absence of evidence that shows the Tenant was wrongfully arrested by the police, I must conclude that the door was broken down and the Tenant was arrested as a result of the actions of the Tenant. I therefore find that the Tenant is obligated to repair the door and the collateral damage, and that he must pay the Landlord \$2,087.06 for the cost of the repairs.

Conclusion

The Landlord has established a monetary claim, in the amount of \$2,137.06, which is comprised of \$2,087.06 in damages and \$50.00 in compensation for the filing fee paid to file this Application for Dispute Resolution and I grant the Landlord a monetary Order for this amount. 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: September 17, 2013

Residential Tenancy Branch

