



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pemberton Holmes Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNR, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. Despite having been served with the application for dispute resolution and notice of hearing via registered mail sent to the forwarding address provided by the tenant, the tenant did not participate in the conference call hearing.

At the hearing, the landlord withdrew her claim for bailiff costs. The hearing proceeded to address the remaining claims.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on September 1, 2012 and ended on February 26, 2013 after the tenant was served with a 10 day notice to end tenancy for unpaid rent.

The landlord seeks to recover a \$25.00 NSF charge as the tenant's February cheque was returned by the bank for insufficient funds. The tenancy agreement provides that such a fee is payable in that event.

The landlord also seeks to recover the cost of replacing the stove in the rental unit. The tenant broke the glass in the stove and the landlord obtained a \$630.59 estimate for the replacement of the glass. The landlord testified that she discovered that it would cost just \$7.00 more to replace the entire stove, so she opted to replace the stove instead. However, the amount sought from the tenant is the estimate for the glass replacement.

The landlord seeks to recover the \$50.00 filing fee paid to bring her application.

Analysis

I accept the landlord's undisputed testimony. I find that the tenant's February rent cheque was returned for insufficient funds and I find that the tenant is bound by the provision in the tenancy agreement which requires him to pay an NSF fee. I award the landlord \$25.00.

I find that the tenant is responsible for the broken glass in the stove, which effectively rendered the stove inoperable, and I find that landlord is entitled to recover the cost of replacing the glass in the stove as claimed and I award the landlord \$630.59.

As the landlord has been successful in her application, I find that she should recover her filing fee and I award her \$50.00.

Conclusion

The landlord is awarded a total of \$705.59 and I grant her a monetary order under section 67 for that sum. This order may be filed in the Small Claims Division of the Provincial 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 19, 2013

Residential Tenancy Branch

