



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for alleged damage to the rental unit and for recovery of the filing fee.

The landlord's agent (hereafter "landlord") attended the telephone conference call hearing; the tenants did not attend.

The landlord was sworn into the hearing and testified that each tenant was served with their Application for Dispute Resolution and Notice of Hearing by leaving it with the tenants individually on October 24, 2013. The landlord supplied copies of the signed and dated Certificate of Service documents.

Based upon the submissions of the landlord, I find the tenants were served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenants' absence.

The landlord was provided the opportunity to present his evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for alleged damage to the rental unit and to recover the filing fee?

Background and Evidence

The landlord provided evidence that this tenancy began on February 1, 2008, and the tenants' monthly rent contribution is currently \$640.

The landlord's monetary claim listed in their application is \$622.57, for replacement of a broken balcony glass panel.

The landlord testified that the tenants broke a glass panel in their balcony, which required the landlord to replace, at the cost of \$622.57. The landlord stated that the damage was discovered when maintenance personnel observed shattered glass outside the rental unit.

The landlord submitted that numerous attempts have been made to arrange a payment schedule with the tenants prior to filing for dispute resolution, but their efforts were not successful until early January 2014, when the tenants signed the agreement and paid \$20.

The landlord submitted that they have adjusted their monetary claim to \$602.57, in consideration of the payment by the tenants.

The landlord's relevant documentary evidence included the invoice restoration company for glass replacement, communication with the tenants, and a copy of the tenancy agreement.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act, which falls in sections 7 and 67, or tenancy agreement, the claiming party, the landlord in this case, has to prove, with a balance of probabilities, four different elements:

First, proof that the damage or loss exists, **second**, that the damage or loss occurred due to the actions or neglect of the respondent in violation of the Act or agreement, **third**, verification of the actual loss or damage claimed and **fourth**, proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails.

I find the landlord submitted sufficient undisputed evidence that the tenants damaged the rental unit when the glass panel on their balcony was shattered, for which they should be responsible. I also find that the landlord provided sufficient evidence of the costs they have incurred in repairing the damage.

I therefore approve the landlord's claim for \$602.57.

I grant the landlord recovery of the filing fee due to their successful application.

Due to the above, I grant the landlord's application and find they are entitled to a total monetary award of \$652.57, comprised of the glass panel replacement and the filing fee of \$50.

Conclusion

I have granted the landlord's application for dispute resolution and awarded them monetary compensation in the amount of \$652.57.

I therefore grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the amount of \$652.57, which I have enclosed with the landlord's Decision.

Should the tenants fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenants are advised that costs of such enforcement may be recovered from the tenants.

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* and is being mailed to both the applicant and the respondents.

Dated: January 30, 2014

Residential Tenancy Branch

