



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Seascapes Apartments
and [tenant name suppressed to protect privacy]

DECISION

Dispute codes MND MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. The landlord has also requested recovery of the \$50.00 filing fee from the tenant. Although served with the Application for Dispute Resolution and Notice of Hearing sent by registered mail on October 8, 2013 the tenant did not attend the conference call hearing.

Issues

Is the landlord entitled to the requested order?

Background and Evidence

This tenancy began on June 1, 2008 and ended on July 31, 2013. The tenant did not participate in the move-out inspection and when the landlord went into the unit after the tenant had left, the landlord found that the glass in the patio door had been broken. The landlord submitted photos showing the large break in the glass. The landlord arranged to have the windows repaired by "Western Windows" and the repair was completed by August 9, 2013. A copy of the invoice from Western Windows was submitted by the landlord into evidence.

The tenant did not attend the hearing or submit any evidence.

Analysis

The landlord has made a monetary claim against the tenant comprised of the cost of repairing the patio door window. The landlord submitted an invoice as proof of the cost of the repair.

The landlord's claim is based on Section 37 of the Act which requires that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

I am satisfied that the broken window constitutes damage and goes beyond normal wear and tear. I am also satisfied based on the testimony of the landlord that the window was not broken at the outset of the tenancy and that the tenant is liable for the damage.

Based on the information before me and in the absence of any submissions from the tenant, I am satisfied that the landlord has proved its claim.

Based on this outcome I am also satisfied that the landlord should recover the cost of this application from the tenant.

Conclusion

I find that the landlord has established a total monetary claim of \$790.60 comprised of the window repair and the filing fee. Accordingly, I order that the tenant pay to the landlord the sum of \$790.60. This order may be filed in the 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: January 14, 2014

Residential Tenancy Branch

