



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR OPR FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67;
- b) An Order of Possession pursuant to Sections 46 and 55, and
- c) An order to recover the filing fee pursuant to Section 72.

SERVICE:

Both parties attended and the tenant agreed she received the Notice to end Tenancy dated February 13, 2014 posted on her door and the Application for Dispute Resolution by registered mail. The tenant had a second Notice to End Tenancy for cause served on her but the hearing dealt with the Notice to End Tenancy for unpaid rent as it was the earliest effective date. I find that the tenant was properly served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

The tenant was issued a Notice to End Tenancy dated February 13, 2014 for unpaid rent. Is the landlord now entitled to an Order of Possession and to a Monetary Order for rental arrears, damages and filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced in the November, 2013, no security deposit was paid and rent is currently \$2250 a month. It is undisputed that the tenant owes \$2250 rent for February 2014.

The landlord is claiming the rental arrears of \$2250 plus \$140 anticipated to have the locks changed, \$130 for anticipated cleaning fees, \$180 for gas to chase her for rent and interest on his borrowed money, \$173.25 for disconnecting the fire alarm in her suite on January 14, 2014 which caused the fire department to attend and do an

inspection of the suites in the building to see which was causing the problem and \$787.50 for repair to doors in another unit that were damaged by the tenant's friends or guests.

The tenant said that fire alarms were going off in the building and she disconnected hers as it was disturbing her sleep. She did not realize it would cause a building problem. She disputes the cost of repair to the doors, she said it is excessive and she did not invite an intruder into the building. She recounted how her boyfriend was leaving her suite and saw this intruder who seemed to be breaking in and he challenged him. This resulted in a violent scuffle which broke down a neighbour's door and closet doors. The invoice from the repair company is \$787.50 to replace the broken doors which were two years old.

The parties argued about the truth of the incident and the fact that the police were not called. The landlord said he came to the building and the tenant was very upset and begged him not to call the Police so it was not reported.

In evidence are emails from the building manager to the landlord, emails from the tenant to him and the Notice to End Tenancy.

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Order of Possession

I find that the landlord is entitled to an Order of Possession. There is outstanding rent. The Tenant has not made application pursuant to Section 46 to set aside the Notice to End a Residential Tenancy and the time to do so has expired. In these situations, the Residential Tenancy Act provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. An Order of Possession is issued effective two days from service.

Monetary Order:

The onus is on the landlord to prove that the tenant owes rent and caused damages, that they are beyond reasonable wear and tear and the cost to cure the damage.

I find it is undisputed that there are rental arrears in the amount of \$2250 representing rental arrears from to February 28, 2014. As I advised the landlord in the hearing, I find the costs to change door locks and to clean are anticipated costs which are not proven to be caused by this tenancy so I decline to award these costs but give the landlord leave to reapply within the limitation period if these costs are incurred and caused by the tenant.

I find insufficient evidence to support the landlord's claim for \$180 for chasing the tenant and for costs of borrowing money. In respect to the claim for \$173.25 for fire alarm inspections and reconnections, I find it well supported by the invoice and the building manager's email that the tenant caused this cost to be charged to the landlord; I find him entitled to recover \$173.25 as invoiced.

Regarding the claim for damaged doors of the neighbour, I find the weight of the evidence is that the tenant's boyfriend was engaged in the scuffle that broke doors in the neighbour's unit. I find the landlord's evidence credible that she is responsible for this charge to him. Although the tenant said it was an unknown intruder encountered by her boyfriend in the hallway that engaged in the scuffle, I find it improbable that some stranger got access to the 15th floor in a secured building and engaged in a scuffle with her boyfriend. Therefore, I find her responsible to reimburse the landlord for the damage caused by her or her guests. However, the *Residential Tenancy Policy Guidelines* assign a useful life of items in rented premises which is designed to account for reasonable wear and tear. Doors are assigned a useful life of 20 years; as this building was 2 years old, the doors had 90% of useful life remaining so I find the landlord entitled to recover \$708.75 for the remaining useful life.

Conclusion:

I find the landlord is entitled to an Order of Possession effective two days from service and a monetary order as calculated below. I find the landlord is entitled to recover filing fees paid for this application.

Rent arrears to February 28, 2014	2250.00
Fire inspection and repair costs	173.25
Door replacement allowance	708.75
Filing Fee	50.00
Total Monetary Order to Landlord	3182.00

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: March 11, 2014

Residential Tenancy Branch