



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, MND, FF

Introduction

This hearing was convened by way of conference call in response to a Landlord's Application for Dispute Resolution (the "Application") made by the Landlords for an Order of Possession and a Monetary Order for unpaid rent or utilities. The Landlords also applied for a Monetary Order for: damages to the rental unit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; and to recover the filing fee for the Application.

One of the Landlords appeared for the hearing and provided affirmed testimony and written evidence prior to the hearing.

The Landlord testified that he had served the Tenants with a copy of the Application, the Notice of Hearing documents and the written evidence by registered mail on March 5, 2014, pursuant to Section 89(1) (a) of the Act. The Landlords provided a copy of the Canada Post tracking number as evidence for this method of service and the Canada Post website indicates the Tenants received and signed for the documents on March 18, 2014. Therefore, in the absence of any evidence from the Tenants to contradict this, I find that the Tenants were served the documents pursuant to the Act.

At the start of the hearing, I amended the Landlords' Application, pursuant to Section 63(4) (b) of the Act to remove the request for an Order of Possession as the Tenant had left the rental suite and this was clerical error on the Application. The Landlord also confirmed the Tenants had given written consent to keep the security and pet damage deposits during the move out condition inspection.

There was no appearance for the Tenants or any submission of written evidence prior to the hearing, despite being served notice of the hearing in accordance with the Act. As a result, I have carefully considered the undisputed evidence of the Landlords in this decision.

Issue(s) to be Decided

- Is the Landlord entitled to unpaid rent for three months?
- Is the Landlord entitled to monetary compensation for damage to the rental unit?

Background and Evidence

The Landlord testified that this tenancy started on July 1, 2013 on a month to month basis. Rent was established on the tenancy agreement in the amount of \$700.00 per month. The tenancy agreement requires the Tenants to pay rent, on time, on the 31st day of each month; the Landlord confirmed that this referred to the last day of each month. The Landlords completed a move in and move out condition inspection report for the tenancy which was submitted as evidence for this hearing.

The Landlord testified that the Tenant failed to pay full rent for November and December, 2013 and January 2014 in the amount of \$2,100.00. The Landlord issued the Tenants with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice") in December, 2013 and another one on January 17, 2014 which is the Notice that was provided as evidence for this hearing. The Notice shows an expected date of vacancy of January 27, 2014, for a total amount of \$2,100.00 for unpaid rent due on December 31, 2014. As a result, the Landlord claims \$2,100.00 in unpaid rent.

The Landlord testified that the Tenants left the rental suite on January 31, 2014 and he discovered that the Tenants had broken the two foyer doors during a domestic dispute between the Tenants. As a result, the Landlord provided a quote for the replacement of both doors in the amount of \$971.03 and \$240.00 (8 hours at \$30.00 per hour) in labor costs to install the doors. The Landlord testified that one of the doors was a solid cedar wood door and if he were to replace this like for like, he would be claiming a bigger amount from the Tenants; however, he only seeks costs to replace the doors with regular products at a lower price.

The Landlord provided photographic evidence to support this claim and the photographs indicate damage to both foyer doors. The Landlord also recorded this damage on the move out condition inspection report which was signed by both parties.

Analysis

Section 26(1) of the Act states that a Tenant is required to pay rent when it is due under the tenancy agreement.

Based on the Landlord's undisputed testimony, the tenancy agreement which required the Tenants to pay rent on time, and the Notice, I find that the Tenants did not pay rent for the months of November and December, 2013 and January, 2014. Therefore, I award the Landlord **\$2,100.00** in unpaid rent.

Section 37(2) of the Act requires a Tenant to leave a rental suite reasonably clean and undamaged at the end of a tenancy. In addition, Section 21 of the *Residential Tenancy Regulation* allows a condition inspection report to be considered as evidence to the state of repair or condition of the rental unit.

Based on the undisputed testimony of the Landlord, the photographic evidence of the damage to the door and the condition inspection report which indicates the damages to the doors, I accept the Landlord's evidence in relation to his monetary claim for damages to the rental suite. As a result, I award the Landlord **\$1,211.03** for costs associated with the repair and installation of the doors.

As the Landlords have been successful in this matter, the Landlords are also entitled to the \$50.00 filing fee for the cost of this Application, pursuant to Section 72(1) of the Act. Therefore, the total amount awarded to the Landlords is \$3,361.03.

Conclusion

For the reasons set out above, I grant the Landlords a Monetary Order pursuant to Section 67 of the Act in the amount of **\$3,361.03**. This Order must be served on the Tenants and may then be filed in the Provincial Court (Small Claims) 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: April 23, 2014

Residential Tenancy Branch

