



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes MNR, MND, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent; a Monetary Order for damage to the unit, site or property; and to recover the filing fee from the tenant for the cost of this application.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on March 11, 2014. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to a Monetary Order for damage to the unit, site or property?

Background and Evidence

The landlord testified that this tenancy started on October 01, 2007 for a month to month tenancy. This unit had a subsidized rent which was \$542.00 per month. The tenant rent decreased to \$224.00 per month on February 01, 2014. Rent was due on the 1st of each month in advance. The tenancy ended on March 21, 2014.

The landlord testified that the tenant failed to pay all the rent due in December, 2013 and January, February and March, 2014. The tenant owes \$2254.18 for December, \$542.00 for January, \$224.00 for February and \$224.00 for March. The total amount of unpaid rent is \$1,244.18. The landlord seeks a Monetary Order to recover the outstanding rent. The landlord has provided copies of four 10 Day Notices served upon the tenant for each of the months that rent was unpaid.

The landlord testified that the tenant caused damage to a screen door. The tenant was given the bill for this which was \$94.50 and the tenant made a payment of \$40.00 towards this damage in July 2013. However, the balance of \$54.50 remains outstanding and the landlord seeks to recover this from the tenant. The landlord has provided photographic evidence showing the damage and the invoice for the repair in documentary evidence.

The landlord testified that the tenant did not repair the damage caused to the back exterior entry door. The door was left cracked and the kick plate and frame were also damaged. The landlord testified that the door could not be repaired due to the extent of the damage and had the door and frame had to be replaced. The landlord testified that the tenant had not notified the landlord of the damage and it was only found when an agent for the landlord went to the unit to do other work. The landlord has provided photographic evidence and the invoice for the replacement door and frame dated July 17, 2013.

The landlord also seeks to recover the filing fee of \$50.00.

Analysis

The tenant did not appear at the hearing to dispute the landlord's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlord's documentary evidence and sworn testimony before me. Section 26 of the *Residential Tenancy Act (Act)* states:

A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

I am satisfied with the undisputed testimony before me that the tenant failed to pay all the rent for December, January, February and March to an amount of **\$1,244.18**. Consequently, it is my decision that the landlord is entitled to recover the rent arrears and a Monetary Order has been issued pursuant to s. 67 of the *Act*.

With regard to damage to the screen door and exterior door; I refer the parties to s. 32(3) of the *Act* which states:

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

I am satisfied with the undisputed testimony before me that the tenant caused damage to the screen door and the exterior rear door. The tenant did make a payment towards the screen door repair in 2013; it is therefore my decision that the landlord is entitled to a Monetary Order to recover the balance of the cost of the replacement screen door of **\$54.50** and the cost for replacing the exterior rear door and frame of **\$672.00** pursuant to s. 67 of the *Act*.

As the landlord has been successful with their claim I find the landlord is entitled to recover the **\$50.00** filing fee from the tenant pursuant to s. 72(1) of the *Act*.

Conclusion

I HEREBY FIND in favor of the landlord's monetary claim. A copy of the landlord's decision will be accompanied by a Monetary Order for \$2,020.68. The Order must be served on the respondent. Should the respondent fail to comply with the Order, the Order may be enforced through the Provincial Court 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: June 24, 2014

Residential Tenancy Branch

