



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNR, MND, MNDC, MNSD

### Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / and retention of the security deposit. The landlord's agent attended and gave affirmed testimony.

The landlord's agent testified that the application for dispute resolution and notice of hearing (the "hearing package") was served by way of registered mail. Evidence provided by the landlord's agent includes the Canada Post tracking number for the registered mail, and the Canada Post website informs that the item was delivered on May 28, 2014.

### Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on March 16, 2014. Monthly rent of \$800.00 is due and payable in advance on the first day of each month, and a security deposit of \$400.00 was collected. The landlord's agent testified that the tenants are responsible for paying ½ the monthly Hydro utilities. A move-in condition inspection report was not completed.

In response to a call to Police in regard to an alleged domestic disturbance at the unit, Police attended on March 22, 2014. As there was no answer at the door when Police arrived, and no one was present to give Police access, the door to the unit was breached by Police. Upon entering the unit, neither the tenants nor any other persons were present. Thereafter, the landlord undertook to have temporary repairs made to the unit door and the tenancy continued.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated May 04, 2014. The notice was personally served on that same date. A copy of the notice was submitted in evidence. The notice documents that \$400.00 in rent was unpaid when due on May 01, 2014, in addition to an unspecified amount of utilities. The date shown on the notice by when the tenants must vacate the unit is May 14, 2014. Subsequently, the tenants made no further payment toward rent or utilities and vacated the unit later in May 2014. The landlord's agent testified that a move-out condition inspection report was completed by the landlord in the absence of the tenants.

By email dated on or about May 22, 2014 the tenants provided a forwarding address. The landlord's application for dispute resolution was filed on May 22, 2014.

Further to temporary repairs made to the damaged unit door at an early stage of the tenancy, as noted above, after the end of tenancy the landlord is concerned to have permanent repairs made to the door. While the permanent repairs have not presently been made, the landlord has obtained 2 estimates for the repair costs.

### Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord's agent, the various aspects of the landlord's application and my findings around each are set out below.

*\$17.22: unpaid Hydro utilities for April 2014*

*\$17.09: unpaid Hydro utilities for May 2014*

Section 46 of the Act addresses **Landlord's notice: non-payment of rent**, and provides in part:

46(6) If

(a) a tenancy agreement requires the tenant to pay utility charges to the landlord, and

(b) the utility charges are unpaid more than 30 days after the tenant is given a written demand for payment of them,

the landlord may treat the unpaid utility charges as unpaid rent and may give notice under this section.

In the absence of any specific mention of the tenants' responsibility for payment of Hydro utilities in the written tenancy agreement, and in the absence of a "written demand for payment" of utilities, this aspect of the application is hereby dismissed.

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**\$400.00:** *unpaid rent for May 2014*

I find that the landlord has established entitlement to the full amount claimed

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*\$316.56: emergency repairs to entrance door*

*\$1,281.87: estimate # 1 for permanent repairs to entrance door*

*\$1,417.50: estimate # 2 for permanent repairs to entrance door*

As noted above, no one was found in the unit on the occasion when Police attended on March 22, 2014. In the absence of a key or the presence of anyone to provide entry, I find that Police used their discretion to enter the unit by using force. Police use of force resulted in damage to the door. I find that evidence of a link between the landlord's cost for repairs to the door and the tenants themselves, is insufficient to establish entitlement to a successful claim against the tenants for compensation. Accordingly, these aspects of the landlord's claim are hereby dismissed.

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\$160.00: (8 hours x \$20.00 per hour) cleaning in the unit

As noted above, while a move-out condition inspection report was completed, a move-in condition inspection report was not. Accordingly, in the absence of comparative results which would arise from the completion of both reports, I find that the landlord has established entitlement to compensation limited to **\$80.00**, or half the amount claimed.

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**Total: \$480.00**

I order that the landlord retain the security deposit of **\$400.00**, and I grant the landlord a **monetary order** for the balance owed of **\$80.00** (\$480.00 - \$400.00).

#### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$80.00**. Should it be necessary, this order may be served on the tenants, 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: September 29, 2014

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Residential Tenancy Branch

