



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Green Valley Hotel
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF, MND, MNSD

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for cause.

The landlord's application is a request for a Monetary Order for \$440.00, recovery of the \$50.00 filing fee, and a request to retain the full security deposit of \$200.00 towards the claim.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing.

I have given the parties and the witness the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties and the witness.

All testimony was taken under affirmation.

Issue(s) to be Decided

Whether or not to cancel or uphold a Notice to End Tenancy that was given for cause.

Whether or not the landlords has established a monetary claim against the tenant.

Tenant's application

Background and Evidence

This tenancy began on June 15, 2013 with a monthly rent of \$650.00 and a security deposit of \$200.00 was collected on that date.

On June 26, 2014 the landlord personally served the tenant with a one month Notice to End Tenancy for cause.

On July 16, 2014 the tenant filed a dispute of the one month notice.

Analysis

It's my finding that the tenant did not apply for dispute resolution within the timeframe required under the Residential Tenancy Act and therefore is conclusively deemed to have accepted the end of the tenancy.

Section 47(4) & (5) of the Residential Tenancy Act states:

(4) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

(5) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (4), the tenant

(a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) must vacate the rental unit by that date.

I am not willing to accept this late application to dispute the Notice to End Tenancy and this tenancy ends pursuant to that notice.

At the request of the landlord I have issued an Order of Possession.

Landlord's application

Background and Evidence

The landlord testified that a friend of the tenant shot a bullet through the patio doors of the tenants rental unit and as a result he had to replace the doors at a cost of \$440.00, and he is therefore requesting an order for the tenant to pay that amount.

The tenant originally agreed to pay the amount as it was a friend of his that caused the damage, however he has since refused to pay anything and is now claiming it was not his friend.

It was most definitely a friend of the tenants, as he has seen the person who caused this damage visiting the tenant on numerous occasions.

The tenant testified that he was not home when the damage occurred and that the person who shot the bullet through the glass window was not a friend of his, he was only an acquaintance.

He did originally tell the landlord he would pay for the damage; however he now does not believe he should have to pay anything as he did not cause the damage.

Analysis

It is my finding, on the balance of probabilities, that the person who caused the damage to the rental unit was an invited guest of the tenant and therefore it is my finding that the tenant is liable for the damage caused to the window.

I accept the landlords testimony that he has seen the person who caused the damage visiting the tenant on numerous occasions, and therefore I would classify this person as a friend, not a mere acquaintance.

Further, the fact that the tenant originally agreed to pay for the damage suggests to me that he does believe that he was responsible for the damage.

I therefore allow the landlords full claim for replacing the window and recovery of his filing fee.

Conclusion

The tenant's application is dismissed in full without leave to reapply and I have issued an Order of Possession to the landlord that is enforceable two days after service on the tenant.

I allow the landlords full claim of \$490.00 and I therefore Order that the landlord may retain the full security deposit of \$200.00 and I have issued a Monetary Order in the amount of \$290.00.

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: September 11, 2014

Residential Tenancy Branch

