



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KORECKI REAL ESTATE SERVICES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes mndc, ff

Introduction:

The landlord requests a Monetary Order as against the tenant.

Issues to be decided:

Is the tenant is liable for the cost of repair to damage to the entrance door to the rented unit, and to the entrance door to the lobby?

Background and Evidence:

First claim: Unit entrance door replacement

On the morning of November 3, 2014, there was excessive fighting noise and loud crying emanating from the tenant's unit. A neighbour called the police, and when the occupants did not open the door to the, the police forced entry for safety concerns, resulting in damage to the door. A temporary door repair was initially made by the landlord, then on March 9, 2005 the door was properly and fully repaired by the landlord at a cost of \$2,030.28.

The tenant testified her daughter was home when the incident occurred. Her daughter did not open to the police because she suffers from anxiety and was experiencing a panic attack. The tenant submitted that the stated cost to repair the door is unreasonably high, and further argued that since it was not the tenant or an occupant who damaged the door, she should not be held liable. The landlord replied that the strata corporation requires that the door be identical to other doors in the building, and that door is a "higher end" door. The landlord obtained two quotes for the repair, and chose the lower quote for the repair.

Second claim: Lobby Glass entrance door repair

About one week after the tenancy began, the lobby door was damaged. The landlord believes the tenants' daughter caused the damage, but provided no actual evidence to that effect. The landlord believes the police have information that a witness saw the tenant's daughter breaking the door. The tenant denies that her daughter could have broken the door. At the hearing, the landlord elected to proceed with this claim as submitted, rather than apply for an adjournment, and request a summons of the police evidence.

Analysis:

While the tenant or her daughter did not break the door to the entrance of her unit, it was one or more occupants in her premises who created the disturbance that brought the police to the door. The tenant's daughter, or any other occupant present, refused to allow the police to enter, and they were therefore obliged to enter forcibly out of safety concerns for the occupants. At the start of the tenancy the landlord provided the tenant with a unit with a proper door, and the landlord is certainly not liable for the damage to the door as the landlord played no role whatsoever in the incident in which it was damaged. I find that the landlord took reasonable steps to mitigate the damage by seeking quotes for the repair, and selecting the lowest quote. I further note that the tenant took no steps to repair the door herself, and relied entirely upon the landlord to effect the repair. Under these circumstances, the tenant is held liable for the cost of the replacement, in the sum of \$2,030.28.

The landlord has failed to prove, on a balance of probabilities, that the tenant's daughter damaged the lobby entrance door. It may be that some form of evidence is available in police files, but I note that the landlord knew or should have known (based upon information specifically provided to them to this effect) that they could have applied for a summons or subpoena to obtain this evidence, and that they had ample time to do so from the time the door was repaired. I further note that the tenant opposed any adjournment, and the landlord specifically elected to proceed with the claim as present, and made no formal application for an adjournment. This portion of the claim must be dismissed, as unproven.

As the landlord was successful with the first portion of the claim, the landlord's filing fee of \$50.00 is awarded.

Conclusion:

I award a total of \$2,080.28 to the landlord, and I order that the tenant pay this sum immediately.

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: July 06, 2015

Residential Tenancy Branch

