



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Boundary Management Inc
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MND, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for damage to the unit - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served in person with the application for dispute resolution and notice of hearing on May 17, 2016 and the amended application on May 27, 2016 in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Preliminary Matter

The Landlord confirmed that at a prior hearing the Landlord was provided with an order of possession effective June 30, 2016. As such the Landlord’s claim for an order of possession is dismissed.

Issue(s) to be Decided

Has the Tenant damaged the unit?

Is the Landlord entitled to the costs claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on July 2, 2015. Rent of \$900.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$450.00 as a security deposit. The Tenant never paid the \$450.00 as a pet deposit.

The Landlord discovered that the Tenant had damaged the door to the unit by attempting to replace the deadbolt. The damaged door was as old as the building at 62 years of age. The deadbolt on the door had been re-mastered 10 years ago.

The Landlord claims \$460.00 for the replacement cost of the door and the cost of a new deadbolt. And invoice was providing setting out itemized costs. The Landlord paid a filing fee of \$100.00 and claims this amount.

Analysis

Section 32(3) of the Act provides that 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.

Policy Guideline #40 sets out the Useful Life of Building Elements as an aid in determining a loss. This Guideline sets out the useful life of a door at 20 years and the useful life of a building lock at 10 years.

Based on the Landlord's undisputed evidence I find that the Landlord has substantiated that the Tenant caused the door and lock to be damaged. Given that the age of the door is well over 20 years I find that door had no useful value left and I therefore dismiss the costs claimed for its replacement. Although a building lock may have a different life than a deadbolt, given the similarity and no evidence to rebut the similarity I find that at the most the deadbolt only had 10 years life remaining. As a result I find that the Landlord is only entitled to half the costs of the new deadbolt in the amount of **\$30.00**.

As the Landlord did not have to make an application to obtain an order of possession and considering that the remaining claim had minimal success I find that the Landlord is

only entitled to half the filing fee paid and is therefore entitled to recovery of \$50.00 for a total entitlement of **\$80.00**.

I order the Landlord to deduct this amount from the security deposit of \$450.00 leaving the Landlord holding a remaining security deposit of \$370.00.

Conclusion

I Order the Landlord to retain \$80.00 from the security deposit in full satisfaction of the claim.

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, 2016

Residential Tenancy Branch