



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CORNERSTONE PROPERTIES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

MND, FF

### **Introduction**

This hearing was convened in response to an application by the landlord for a monetary order for damage to the unit and to recover their filing fee from the respondent. The hearing was conducted by conference call. The style of cause has been amended to reflect a sole respondent in this matter.

The landlord was represented in the hearing. The named tenant did not attend although personally served with the application and Notice of Hearing as well as supporting evidence on March 08, 2016. The landlord provided a proof of service document in support of service. I find the tenant has been served in accordance with Section 89 of the Act.

### **Issue(s) to be Decided**

Is the landlord entitled to a monetary order in the amount claimed?

### **Background and Evidence**

The undisputed testimony and evidence of the landlord is that the tenancy started July 09, 2014. The tenant still resides in the rental unit. The landlord testified that on July 26, 2014 the tenant, while purportedly intoxicated, significantly damaged the entrance door of a unit, other than their own, on the same residential property requiring repairs totalling \$902.43. The landlord stated that their information is that the tenant arrived onto the floor level below their rental unit and broke the door while trying to enter unit #109, presumably with the intention of entering their own unit of #209. The landlord provided into evidence a detailed invoice for the materials and repairs to the broken

door. The landlord testified that the tenant has not paid the landlord for the repairs despite several letters to the tenant also provided into evidence dated September and November of 2015 requesting payment for the repairs.

### **Analysis**

**Section 32(3)** of the Act states as follows.

#### **Landlord and tenant obligations to repair and maintain**

**32 (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.

In the absence of the tenant or any evidence from them, and on the undisputed and unopposed evidence of the landlord, I accept the testimony and documentary evidence submitted as establishing that the tenant caused the claimed damage to the residential property. Therefore, I find the landlord is entitled to compensation in the amount of \$902.43. The landlord is further entitled to recover the \$100.00 filing fee paid for their application for a total award of **\$1002.43**.

I grant the landlord a monetary order in the amount of **\$1002.43**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

The landlord's application is granted.

**This Decision is final and binding on both parties.**

*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: October 24, 2016

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Residential Tenancy Branch

