



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNR, MNDC, 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 unpaid rent - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the tenancy conclusively presumed to have ended?

Is the Landlord entitled to unpaid rent?

Is the Landlord entitled to costs to replace a broken window?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started on June 1, 2015. Rent of \$1,350.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$675.00 as a security deposit. On December 5, 2016 the Landlord served the Tenant with a one month notice to end tenancy for cause (the “Notice”) by registered mail. The Tenant did not dispute the Notice.

The Parties mutually agree that the tenancy will end on March 31, 2017 as the Tenant has children and has not yet found another home.

The Tenant does not dispute that the Landlord is owed \$50.00 for unpaid rent from November 2016.

The Landlord states that the Tenant broke a window in July 2016. The Landlord states that the Tenant informed the Landlord at the time that her son was playing and broke the window. The Landlord states that the window was repaired at a cost of \$224.00. There is no dispute that the Tenant paid \$100.00 towards the cost of repairs on October 1, 2016. The Tenant states that while she initially thought the break was due to the actions of her child she has since changed her mind as her child was only a baby at the time and could not have broken the window. The Tenant states that there was mold in the unit and on the window and that the Landlord told the Tenant to open the window. The Tenant states that because it was cold outside at the time and as it was hot inside the house when she opened the window the glass broke. The Landlord states that there was no mold on the window when it was repaired in June 2016.

### Analysis

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or order. Given that the Parties settled the matter of the end of the tenancy and in order to give effect to the agreement I grant the Landlord an order of possession for 1:00 p.m. on March 31, 2017.

Section 32(3) of the Act provides that a tenant of a rental unit must repair damage to the rental unit that is caused by the actions or neglect of the tenant. Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. Although the Tenant argues that the difference in temperature and the presence of mold

caused the window to break I note that the incident occurred during the warmest time of the year. For this reason and given that the Tenant did initially agree that the child caused the window to break I find that the Landlord has substantiated that the Tenant caused the window to break either by act or negligence. The Landlord is therefore entitled to **\$124.00**. As the Tenant has not disputed the unpaid rent of **\$50.00** and as the Landlord's application has been successful I find that the Landlord is entitled to recovery of the filing fee of **\$100.00** for a total entitlement of **\$274.00**. I order the Landlord to deduct this amount from the security deposit of **\$675.00** in full satisfaction of the claim. This leaves a balance of **\$401.00** remaining for a security deposit.

#### Conclusion

**I grant** an Order of Possession to the Landlord effective 1:00 p.m. on March 31, 2017.

I Order the Landlord to retain \$274.00 from the security deposit of \$675.00 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: January 19, 2017

---

Residential Tenancy Branch