



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord, who is a public housing body. The Landlord applied for a Monetary Order for damage to the rental unit and to recover the filing fee from the Tenant.

An agent for the Landlord appeared for the hearing and provided affirmed testimony as well as 20 pages of documentary evidence in advance of the hearing. There was no appearance for the Tenant during the eight minute duration of the hearing. As a result, I turned my mind to the service of the documents for this hearing by the Landlord.

The Landlord’s agent testified the Tenant was served a copy of the Application and the Hearing Package by registered mail to the rental unit on July 19, 2016 as the tenancy is ongoing. The Landlord provided the Canada Post tracking numbers and the tracking history for the documents into evidence. This shows the Tenant received and signed for the documents on August 3, 2016. Based on the undisputed evidence before me, I accept the Tenant was served with the required documents for this hearing on August 3, 2016 pursuant to Section 89(1) (c) of the *Residential Tenancy Act* (the “Act”).

### Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order for damage caused by the Tenant to the front door of the rental unit?

### Background and Evidence

The Landlord’s agent testified that this tenancy started on February 25, 2013 for a fixed term of five months after which that tenancy was renewed as a month to month tenancy. The Tenant’s rent contribution for the rental unit is currently \$715.00 payable on the first

day of each month. The Tenant was not requested to pay a security deposit and the tenancy is ongoing.

The Landlord's agent testified that on March 27, 2016, the Tenant reported that her brother had kicked in the front door of the rental unit causing it to break. The Landlord had to make an emergency maintenance call to have the door temporarily secured, the call out cost of which was \$90.00. The Landlord then had to get the door replaced at a cost of \$594.24. The Landlord's agent provided the invoices for these costs into evidence, which show a total amount of \$684.24.

The Landlord's agent testified that prior to and post the time the Application was filed, the Tenant made several installments to pay off the debt totaling \$356.00. Therefore, the Landlord now seeks to only recover the balance outstanding on the date of this hearing in the amount of \$328.24 in the form of a Monetary Order.

### Analysis

Section 32(3) of the Act states 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 or a person permitted on the residential property by the tenant.

In this case, I accept the undisputed evidence of the Landlord that the Tenant's brother caused damage to the rental unit door. I accept the evidence before me that the Landlord had to have the front door of the rental unit repaired to ensure the safety and security of the tenancy. Furthermore, as the Tenant has made several payments in an effort to pay off the full debt, I accept the Tenant is responsible for this damage and is liable to pay for the repair costs incurred by the Landlord.

Accordingly, I grant the Landlord's claim for \$328.24 which is the debt remaining that the Tenant must pay to the Landlord. As the Landlord has been successful in this matter, the Landlord is also entitled to recover from the Tenant the \$100.00 filing fee for the cost of this Application.

As a result, the Landlord is issued with a Monetary Order in the amount of \$428.24. This Order must be served on the Tenant and may then be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court if the Tenant fails to make full payment. Copies of the order are attached to the Landlord's copy of this Decision and the Tenant may be held liable for any enforcement costs incurred by the Landlord.

Conclusion

The Landlord has proved the Tenant caused damage to the rental unit. Therefore, the Landlord is issued with a Monetary Order for the amount claimed of \$428.24. This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 30, 2017

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Residential Tenancy Branch