



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding S.I. Properties Ltd.
and [Tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on April 3, 2018. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit.

The Landlord attended the hearing. However, the Tenant did not. The Landlord testified that he personally served the Notice of Hearing along with supporting documentary evidence to the Tenant on September 13, 2017. I find the Tenant received the package on this day.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to compensation for damage to the unit?

Background and Evidence

The Landlord testified that he has a video camera set up on the property, and saw that the Tenant drove his car into the garage door. The Landlord stated that the Tenant hit the garage door, derailed the track mechanism, and broke some components. The Landlord provided an invoice for the repairs which detail what damage was done, and what had been repaired for a cost of \$616.35. The Landlord stated that the damage occurred in May of 2017, and the repairs were completed on May 27, 2017.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenant caused the damage to the garage door, and is responsible for the cost of this repair, totalling \$616.35 (as per the invoice provided by the Landlord).

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with his application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

In summary, I find the Landlord is entitled to the following monetary order:

Item	Amount
Garage Door Repair	\$616.35
PLUS: FILING FEE	\$100.00
Total Amount	\$716.35

Conclusion

The Landlord is granted a monetary order in the amount of **\$716.35**, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: April 6, 2018

Residential Tenancy Branch