



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MND, FF

Introduction

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

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

The Landlords and Tenants were each given full opportunity under oath to be heard, to present evidence and to make submissions. During the hearing the Parties reached an agreement to settle the dispute over the order of possession.

Agreed Facts

A written tenancy agreement exists but was not provided as evidence for the hearing. The tenancy of a log cabin began on November 30, 2017. Rent of \$700.00 is payable in advance on the first day of each month. At the outset of the tenancy the Landlord collected a security deposit of \$350.00. On January 26, 2018 the Landlord served the Tenants with a one month notice to end tenancy for cause (the “Notice”). The Tenants did not dispute the Notice.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The tenancy will end and the Tenants will move out of the unit no later than 1:00 p.m. on June 30, 2018; and**
- 2. These terms comprise the full and final settlement of the dispute in relation to the end of the tenancy for both Parties.**

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 the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute over the Landlord's claim to end the tenancy. To give effect to this agreement I grant the Landlord an order of possession effective 1:00 p.m. on June 30, 2018

Remaining Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The following is undisputed evidence: During the tenancy the Tenant damaged a door frame located in the Landlord's office that is part of the Landlord's Agent's residence. This office and residence is separate from the Tenants' unit but located on the same property as the Tenants' unit.

The Landlord states that they took possession of the property that housed the Agent's residence and the rental unit in November 2017. The Landlord states that the Landlord operates the business that included the rental of cabins through the office. The Landlord states that the door and frame were part of an addition that was built in the late 1990's. The Landlord also states that the person who repaired the door informed the Landlord that the door had been replaced sometime in the last 5 years. The Landlord claims the repair costs of \$257.60.

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 or a person permitted on the residential property by 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. Policy Guideline #40 "Useful Life of Building Elements" provides that the useful life of a door is 20 years.

There is no indication of the useful life of a door frame in the Guideline however I take a frame to have a similar useful life as a door. As the Agent's residence containing the damaged door is part of the Landlord's tenancy office I accept that the office is part of the common area. Although the Landlord indicates that the door was replaced 5 years ago this is indirect evidence and speaks only to the door. I therefore accept the Landlord's evidence that the frame was new in the 1990's and find on a balance of probabilities that the door frame is past its useful life and that no value was lost from the damage. As such I find that the Landlord has not substantiated the amount claimed. However given the Tenant's evidence of having damaged the door I find that the Landlord is entitled to a nominal award of **\$50.00** for the Tenant's act to damage the door and its failure to repair the door.

As the Landlord's application and claims had merit I find that the Landlord is also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$150.00**. I order the Landlord to deduct this amount from the security deposit of **\$350.00**.

Conclusion

I grant the Landlord an order of possession effective 1:00 p.m. on June 30, 2018

I Order the Landlord to retain \$150.00 from the security deposit plus interest of \$350.00 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: June 1, 2018

Residential Tenancy Branch