



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding First United Church Social Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNDC MNSD FF

### Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution. A participatory hearing, via teleconference, was held on May 16, 2019. The landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession for unpaid rent or utilities;
- a monetary order for damage to the rental unit;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The landlord's agent (the "agent") attended the hearing and provided testimony. The tenant did not attend the hearing.

The agent testified that he sent the Tenant the Application for Dispute Resolution and the Notice of Hearing by registered mail on April 3, 2019, prior to the Tenant moving out. I find the Tenant received this package on April 8, 2019, the fifth day after its registered mailing, pursuant to Section 90 of the *Act*.

Also, the agent stated that he no longer requires an order of possession, given that the tenant moved out of the rental unit. In consideration this, I hereby amend the agent's application accordingly and dismiss the Landlord's request for an order of possession, without leave to reapply.

The agent 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

1. Is the landlord entitled to a monetary order for damage to the rental unit?
2. Is the landlord authorized to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38?

### Background and Evidence

The agent testified that monthly rent is \$880.00 and is due on the first of the month. The agent testified that the landlord currently holds a security deposit of \$440.00.

The agent stated that the Tenant had a history of domestic disputes while she lived in the rental unit and the police had to attend on a regular basis. The agent stated that the bedroom window, which was intact at the start of the tenancy, was broken at the end of the tenancy due to one of these domestic disputes. The agent stated that it cost \$527.77 to replace, as per the written estimate from the glass repair shop, which was provided into evidence.

The agent stated that he does not want a monetary order for the amount he is owed above and beyond what the security deposit covers. The agent stated he just wants permission to keep the security deposit because he knows it is unlikely he will ever collect from the Tenant.

### 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 window, and is responsible for the cost of this repair, totalling \$527.77 (as per the invoice provided by the Landlord).

The agent requested that they be able to retain the security deposit of \$440.00 to offset the amount owed. The agent stated he did not want a monetary order for the balance.

Pursuant to sections 72 of the *Act*, I authorize that the security deposit, currently held by the landlord, be kept and used to offset what the Tenant owes. As per the agent's request, no further monetary order will be issued for the balance owed by the Tenant.

Conclusion

I authorize the Landlord to retain the security deposit, in full.

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: May 17, 2019

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Residential Tenancy Branch