



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FISGARD STREET HOLDINGS
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S FFL

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act (Act). The landlord applied for a monetary order alleged damage to the rental unit and for recovery of the filing fee paid for the application.

The landlord's agent (landlord) attended the telephone conference call hearing; the tenant did not attend.

The landlord testified that they served the tenant with their Application for Dispute Resolution and Notice of Hearing by registered mail on September 12, 2019, to the forwarding address provided by the tenant. The landlord provided the Canada Post receipts showing the tracking number of the registered mail for the tenant, which are listed on the style of cause page of this Decision.

Based upon the submissions of the landlord, I find the tenant was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the tenant's absence.

The landlord was provided the opportunity to present her evidence orally and to refer to relevant documentary and photographic evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to an order for monetary compensation and to recovery of the filing fee paid for this application?

Background and Evidence

The landlord submitted that the tenancy began approximately 15 years ago and that the current landlord purchased the building in December 2017. The landlord submitted that they were not provided a written tenancy agreement by the former owner.

The tenant paid a security deposit of \$427.50.

The landlord submitted that this tenancy ended on August 31, 2019, when the landlord was issued an order of possession of the rental unit.

The landlord submitted further that the tenant was the only person authorized to live in the rental unit; however, sometime in 2019, the tenant allowed unknown persons to begin residing in the rental unit, without permission or authority.

The landlord said she understood that the tenant may have moved out in 2019.

As to their monetary claim, the landlord submitted that these unknown and unauthorized persons committed a crime by smashing through the unit's door into a neighboring unit in the building. According to the landlord, the police had to shoot the suspects with beanbag bullets, as well as accessing a 3rd neighboring unit to recover the stolen items.

Thereafter, the door had to be replaced and the building secured after the break-in.

The landlord submitted a copy of the repair invoice, which was in the amount of their monetary claim of \$1,201.76.

The landlord submitted additionally copies of communication with the police and a newspaper's accounting of the break-in.

Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

Under section 7(1) of the Act, if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other party for damage or loss that occurs as a result of their actions or neglect, so long as the applicant verifies the loss, as required under section 67. Section 7(2) also requires that the claiming party do whatever is reasonable to minimize their loss.

I accept the undisputed evidence of the landlord and the documentary evidence showing by the tenant's actions of allowing unauthorized third parties to live in the rental unit, the landlord incurred the costs of repairing the rental unit and the residential property.

As a result, I find the tenant responsible for those costs and I find the landlord is entitled to a monetary award of \$1,201.76 for repair to the door and for security of the building.

I grant the landlord recovery of their filing fee of \$100.00, due to their successful application and pursuant to section 72(1) of the Act.

Due to the above, I grant the landlord a monetary award of \$1,301.76, comprised of \$1,201.76 for repair to the damaged door and security of the building and the filing fee of \$100.00.

At the landlord's request, I direct them to retain the tenant's security deposit of \$427.50 in partial satisfaction of their monetary award of \$1,301.76.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of \$874.26.

Should the tenant fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenant is advised that costs of such enforcement are subject to recovery from the tenant.

Conclusion

The landlord's application for monetary compensation is granted, they have been authorized to retain the tenant's security deposit of \$427.50, and they have been awarded a monetary order for the balance due, in the amount of \$874.26.

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: December 20, 2019

Residential Tenancy Branch