



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNRL, FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The landlord applied for a monetary claim for damages to the unit, site or property, for unpaid rent or utilities, and for the recovery of the cost of the filing fee.

An agent for the landlord JS (agent) attended the teleconference hearing. The hearing process was explained to the agent and the agent was given an opportunity to ask questions about the hearing process. Thereafter the agent gave affirmed testimony, was provided the opportunity to present the landlord's relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated November 1, 2019 (Notice of Hearing), application and documentary evidence were considered. The agent testified that the Notice of Hearing, application and documentary evidence were served by registered mail on November 2, 2019. The registered mail tracking number has been included on the cover page of this decision for ease of reference. The agent testified that the tenant provided their new address and that was the address used by the agent to serve the tenant with the Notice of Hearing, application and documentary evidence.

According to the Canada Post online registered mail tracking website, the tenant failed to pick up the registered mail package and it was eventually returned to sender as "unclaimed". Based on the undisputed testimony of the agent, I find the tenant was sufficiently served in accordance with the Act. Section 90 of the Act stated that documents sent by registered mail are deemed served five days after they are mailed. Therefore, I find the tenant was deemed served with the Notice of Hearing, application and documentary evidence as of November 7, 2019, which is five days after the package was mailed to the tenant. Consequently, I find this matter to unopposed by the tenant and the hearing continued without the tenant present as a result.

I have reviewed all evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, only the evidence relevant to the issues and findings in this matter are described in this decision. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matter

The agent confirmed the email address for the landlord. The agent was advised that the decision and any related orders would be emailed to the landlord and that the decision would be sent by regular mail to the tenant as an email address for the tenant was not known by the agent.

Issue to be Decided

- Is the landlord entitled to a monetary order under the Act?
- If yes, in what amount?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The tenancy began on May 30, 2018. The agent stated that the tenant vacated the rental unit on November 30, 2019. The agent also stated that although the landlord applied for a monetary claim of \$836.46, which included November 2019 unpaid rent of \$511.00, the tenant eventually paid November 2019 rent late and as a result, the agent was reducing the landlord's claim by \$511.00 to \$325.46 for damages to the rental unit, and \$100.00 for the filing fee. I find that a reduction in the landlord's claim does not prejudice the tenant.

The agent stated that the \$325.46 amount relates to an incident report that was also submitted in evidence. The agent testified that the tenant's boyfriend smashed out a window of the rental unit by the front door and that there was blood everywhere that required cleaning. The incident report provided the date, time and other details including the name of the police constable, their phone number and a police file number. The agent also referred to a document that the tenant did not sign which indicated that the landlord was arranging for a chargeback repayment agreement for \$325.46, which was the cost to replace the broken window described in the incident report. The tenant has not paid any amount towards the broken window to this date.

The landlord is seeking the cost for the broken window of \$325.46 plus the \$100.00 filing fee.

Analysis

Based on the undisputed testimony of the agent and the undisputed documentary evidence before me, and on the balance of probabilities, I find the following.

I accept the undisputed testimony of the agent that the tenant's boyfriend broke a window of the rental unit. Under the Act, the tenant is responsible for the behaviour of all guests and as a result, I find the tenant is liable for the cost of the broken window. After considering the testimony and the incident report, I grant the landlord **\$325.46** as claimed for the broken window.

As the landlord's claim was successful, I grant the landlord **\$100.00** pursuant to section 72 of the Act for the filing fee. The landlord has been granted a monetary order in the amount of \$425.46 pursuant to section 67 of the Act.

Conclusion

The landlord's application is fully successful.

The landlord has established a total monetary claim of \$425.46 comprised of \$325.46 for the broken window repair and the filing fee as described above. The landlord has been granted a monetary order in the amount of \$425.46 pursuant to section 67 of the Act.

This decision will be emailed to the landlord and sent by regular mail to the tenant.

The monetary order will be emailed to the landlord for service on the tenant as necessary.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 18, 2019

Residential Tenancy Branch