



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-S 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* (Act). The landlord applied for a monetary order in the amount of \$566.25 for damages to the unit, site or property and to recover the cost of the filing fee.

The landlord and the tenant attended the teleconference hearing and gave affirmed testimony. The parties were advised of the hearing process and were given the opportunity to ask questions about the hearing process during the hearing. A summary of the testimony and evidence is provided below and includes only that which is relevant to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The tenant confirmed that they received the application and documentary evidence from the landlord and that they had the opportunity to review documentary evidence prior to the hearing. The tenant also confirmed that they did not serve any documentary evidence in response to the landlord's application. I find the tenant was sufficiently served in accordance with the Act as a result.

### Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance

Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

### Issues to be Decided

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

### Background and Evidence

A copy of a tenancy agreement was submitted in evidence. The tenancy began on March 1, 2021.

The landlord's monetary claim of \$566.25 is comprised of damages that the landlord stated was caused by the movers hired by the tenant. In support of their claim the landlord submitted a chargeback invoice from the Strata regarding an elevator repair invoice in the amount of \$466.25. The additional \$100.00 is for the filing fee.

The tenant confirmed that they hired a moving company, SNMC (Moving Company) and that a Moving Company employee placed a steel nut in the elevator track to keep the elevator from shutting, causing damage to the elevator. The tenant stated that the landlord could approach the elevator company for damages.

### Analysis

Based on the documentary evidence presented, the testimony of the parties and on the balance of probabilities, I find the following.

I find that the tenant is liable for any damages caused to the rental building including the elevator and that the tenant must pay the full costs of **\$466.25**. I find the landlord has met the burden of proof as I find the movers hired by the tenant damaged the elevator and that placing steel nut in the track of an elevator is negligent and that the tenant must repay the landlord for the negligent damage.

I also disagree that the landlord should be required to approach the moving company for the damage as the landlord did not hire the movers, the tenant hired the movers.

Based on the above, I find the landlord has met the burden of proof and that the tenant owes the landlord \$466.25 as claimed for the elevator damage.

As the landlord's claim was successful, I grant the landlord the \$100.00 filing fee pursuant to section 72 of the Act. Therefore, I find the landlord has established a total monetary claim of \$566.25.

I grant the landlord a monetary order for the amount owing by the tenant to the landlord in the amount of **\$566.25**.

### Conclusion

The landlord's claim is fully successful.

The landlord has established a total monetary claim of \$566.25. The landlord is granted a monetary order pursuant to section 67 of the Act, for the amount owing by the tenant to the landlord in the amount of \$566.25. Should the tenant fail to pay that amount, this order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision will be emailed to both parties. The monetary order will be emailed to the landlord only for service on the tenant, if 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: February 18, 2022

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Residential Tenancy Branch