



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

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

DECISION

Dispute Codes MNDL, FFL

Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on August 8, 2022 seeking compensation for damage, and the filing fee for the Application. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on May 2, 2023. In the conference call hearing I explained the process and provided the parties that attended the opportunity to ask questions.

The Landlord attended the telephone conference all hearing. An advocate attended on the Tenant’s behalf. Each participant confirmed they received the documentary evidence of the other well in advance of the scheduled hearing date.

Issues to be Decided

- Is the Landlord entitled to a monetary order for recovery of rent, and/or compensation for damage, and/or other money owed, pursuant to s. 67 of the *Act*?
- Is the Landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

Background and Evidence

The Landlord pointed to paragraph 33 of the tenancy agreement in place between the parties:

The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenancy or a person permitted on the residential property by the tenant.

The Landlord set out that on June 10, 2022 they received a call from the Tenant’s neighbour, who stated that someone was breaking into the Tenant’s rental unit. A person associated with the Tenant stated they were attempting to fix the Tenant’s sliding glass patio door; they forced it too hard and the glass shattered.

The Landlord contacted a glass repair company and had the glass replaced on June 17. That invoice is in the Landlord’s evidence, showing the amount of \$550.20 for the glass replacement and rollers,

and \$104.80 for the labour, totalling \$655. The Landlord presented a copy of this invoice to the Tenant; however, the Tenant noted a lack of detail on the price breakdown on the copy they received (shown in the Tenant's evidence) from the Landlord directly in June.

A second invoice from the Landlord in their evidence shows a breakdown of the \$550.20 amount: \$479 for door replacement, and \$45 for rollers.

The Tenant acknowledged that getting the door to move on a stuffy day required a forceful approach on the door. The Tenant had requested the Landlord's assistance with the door in the past, particularly the rollers. For this, the Tenant feels they should not be responsible for payment of the rollers' replacement after they had asked for service on this in the past. Their basic point is that if the Landlord had installed new rollers previously, as requested, the damage could have been entirely avoided.

The Tenant did agree that the glass breaking is their guest's fault; however, they did not agree to the cost of rollers as shown in the Landlord's presented invoice. The Tenant presented that they communicated to the Landlord about this in December 2021 and March 2022, with requests to the Landlord for service on the door specifically. They described this as "not an emergency" however the patio door was noticeably "scraping" and required repair. The Tenant presented that, in all likelihood, the patio door was the original in place since the new construction of the building that was quite some time ago.

The Tenant and Landlord in the hearing discussed an agreeable amount for reimbursement. The Tenant stated their agreement to pay the amount of \$479 as shown on the Landlord's second invoice. The Landlord in the hearing calculated an amount based on the glass only, including tax.

Settlement Agreement

The parties reached a full and final agreement in the hearing that the Tenant would compensate the Landlord for the broken glass. The Tenant made this offer on their own, in consideration of both parties' needs and obligations in this matter.

The Landlord's second invoice shows the amount of \$479 for glass replacement. I calculate the amount of \$23.95 as the applicable GST tax amount to add to this. This total, rounded to the nearest dollar, is \$503.

In accordance with s. 63 of the *Act*, I find both parties reached a settlement agreement. I confirm that both parties made this agreement on a voluntary basis. I grant compensation to the Landlord for the amount of \$503 on this basis.

I grant the Landlord reimbursement of a part of the amount of their Application filing fee. I grant the Landlord an amount of \$50.

Conclusion

Pursuant to s. 67 and s. 72 of the *Act*, I grant the landlord a Monetary Order in the amount of \$553 for compensation set out above and the recovery of a part of the filing fee for this hearing application. I provide the Landlord with this Order in the above terms, and they must serve the Tenant with this Monetary Order as soon as possible. Should the Tenant fail to comply with this Order, the Landlord may file this Order in the Small Claims Division of the Provincial Court where it will be enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: May 17, 2023

Residential Tenancy Branch