

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the Landlords for an order for monetary damages arising from the Tenant breaking a fixed term lease early, for damage to the rental unit, to keep all or part of the security deposit and pet damage deposit, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues(s) to be Decided

Are the Landlords entitled to the relief sought?

Background and Evidence

The Landlords and the Tenant entered into a fixed term tenancy agreement, to run from August 2008 to the end of July 2009.

On May 31, 2009, the Tenant gave the Landlords a notice she was terminating the tenancy at the end of June 2009. Following this notice, and at the hearing, the Tenant agreed the notice she gave the Landlords did not conform to the Act. She agreed she owed **\$1,300.00** to the Landlords for rent for July.

The Landlords also allege the Tenant caused damage to the showerhead in the rental unit causing a plumber to be called to repair a leaking showerhead.

The Landlords also claim against the Tenant for damages they allege were done to a door at the rental unit property, by the movers hired by the Tenant. The Landlords were informed by a member of the Strata Council where the rental unit is located, that the movers placed a rock on the door to prevent it from closing while they were moving the Tenant's property. Apparently, this caused the door frame to bend out of alignment and it required repairs.

In her testimony the Tenant admitted she changed the showerhead in the rental unit. She testified that she was not a plumber and therefore, could not comment on the alleged damages.

The Tenant also testified that she did not see the movers downstairs at the door, as she was in the rental unit packing and preparing to move.

Analysis

Based on the foregoing, the affirmed testimony and evidence, and on a balance of probabilities, I find that the Tenant has breached the Act and caused losses to the Landlords.

Therefore, I find the Landlords are entitled to the monetary relief sought.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

By not properly replacing the showerhead in the rental unit, the Tenant caused the Landlords to have to hire a plumber to make repairs. The Landlords spent **\$68.25** to repair the showerhead.

The movers were persons allowed on the rental unit property by the Tenant and therefore, she is responsible to the Landlords for any damages they may have done. A member of the Strata Council witnessed the movers using a rock to prop the door open and this damaged the door. The Landlords spent **\$465.15** to repair the door.

I find that the Landlords have established a total monetary claim of **\$1,883.40** comprised of \$1,300.00 for one month of rent, \$465.15 for repairs to the door, 68.25 for plumbing repairs and the \$50.00 fee paid by the Landlord for this application.

I order that the Landlords retain the pet and security deposits and interest of **\$1,308.15** in partial satisfaction of the claim and I grant the Landlords an order under section 67 for the balance due of **\$575.25**. This order may be filed in the Provincial Court (Small Claims) and 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 02, 2009.

Dispute Resolution Officer