



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67;
2. A Monetary Order for compensation for loss – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

At the onset of the Hearing, the Landlord withdrew its claim for a call-out fee.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amount claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on February 1, 2012 and continues. Rent of \$1,270.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$635.00 as a security deposit. On July 17, 2012 a police incident occurred as a result of a 911 call from the Tenant’s wife. During the incident the unit door was damaged by police who entered the unit by force. The Landlord claims \$950.00 for this cost and

states that the estimate and costs from the restoration company was submitted for this Hearing late. The Landlord had earlier supplied an invoice for the same cost.

Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party and that costs for the damage or loss have been incurred or established. Based on the undisputed and supported evidence of the Landlord, I find that the Landlord has substantiated that the Tenant by act or negligence caused the door to be damaged and that the cost for the replacement was \$950.00. Accordingly, I find that the Landlord is entitled to **\$950.00**. As the Landlord's claim has been successful, I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total monetary entitlement of \$1,000.00. Setting the security deposit of **\$635.00** plus zero interest off this amount leaves **\$365.00** owing by the Tenant to the Landlord.

Conclusion

I order that the Landlord retain the **deposit** and interest of \$635.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$365.00**. If necessary, this order may be filed in the Small Claims Court 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 Act.

Dated: January 16, 2013
