



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, FF

### Introduction:

This matter dealt with an application by the landlords for a Monetary Order for compensation for repairs to the rental unit and to recover the filing fee for this proceeding. Only the landlords attended the hearing.

### Issues(s) to be Decided:

Are the landlords entitled to compensation for repairs and if so, how much?

### Background and Evidence

The landlords testified that they served the tenant by hand delivering the dispute resolution package on June 11, 2013 at the tenant's new residence. I therefore find that the tenant was served the documents on June 11, 2013 and that the tenant has been sufficiently served in accordance with the Act. Based upon the evidence of the landlords I find that this one-year fixed term tenancy started on November 1, 2012 and was assigned to a new tenant effective June 1, 2013 as the original tenant A.W. moved out on May 31, 2013. Rent was \$ 1,195.00 per month payable in advance on the 1<sup>st</sup> day of each month. The tenant paid a security deposit of \$ 597.50 at the beginning of the tenancy which was assigned to the new tenant B.A. R.M. testified that on November 28, 2012 the police attended the unit at the request of the tenant or her friend and were required to break into the unit. The landlord R.M. testified that the cost of replacing and repairing the door was \$ 905.60. The landlords produced invoices for the parts and labour. The landlords are claiming against this tenant A.W. as the damage was caused prior to the assignment of the tenancy.

### Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so.

Pursuant to section 32(3) of the Act:

**32** (3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

and Policy Guideline 19:

The assignee takes on the obligations of the original tenant commencing at the time of the assignment, and is not responsible for actions or failure of the assignor to act prior to the assignment.

I find based upon the evidence of the landlord and in absence of any evidence from the tenant that all of the items claimed by the landlords are beyond wear and tear and are reasonably incurred. I find that the landlords have proven a claim totalling \$ 905.60 . As the landlords have been successful in this matter, I find pursuant to s. 72 of the Act that they are also entitled to recover the \$50.00 filing fee for this proceeding.

#### Conclusion

In summary I ordered that the respondent pay to the applicants the sum of \$ 905.60 in respect of this claim plus the sum of \$ 50.00 in respect of the filing fee for a total of \$ 955.60. I grant the landlords a Monetary Order in the amount of **\$ 955.60** and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: September 10, 2013

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Residential Tenancy Branch

