



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened to address a claim by the landlord for an order of possession, a monetary order and an order to retain the security deposit. The landlord presented evidence showing that she served application for dispute resolution and notice of hearing on the tenants on April 8, 2014 by sending it via registered mail to the rental unit, which they occupied at the time. The letters were not claimed by the tenants. The tenants cannot avoid service of documents by neglecting to collect registered mail. I found that the tenants had been properly served in accordance with s. 89 of the Act and the hearing proceeded in their absence.

At the hearing, the landlord testified that the tenants vacated the rental unit on May 1, 2014. As the landlord has obtained possession of the unit, I consider the claim for an order of possession to have been withdrawn.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began in September 2010 at which time the tenants paid a \$900.00 pet deposit and a \$900.00 security deposit. When the tenants paid rent in April, they paid just a portion of the rent and deducted the security and pet deposits. The landlord seeks to recover \$1,800.00 in unpaid rent for the month of April.

The landlord testified that at the end of the tenancy, she discovered that a glass wall at the back of the rental unit was broken. She testified that the wall was not broken at the outset of the tenancy and provided evidence showing that she paid \$836.85 to replace

the wall. The landlord seeks to recover this cost and also claims from the tenant the \$50.00 filing fee paid to bring this application.

Analysis

I accept the landlord's undisputed testimony and I find that the tenants failed to pay \$1,800.00 of their rent for April 2014. I award the landlord \$1,800.00.

I accept that the glass wall was not broken at the outset of the tenancy and I find it more likely than not that the tenants caused that damage. I find that the tenants should bear the cost of replacing the glass and I award the landlord \$836.85.

As the landlord has been wholly successful in her claim, I find that the tenant should bear the cost of the filing fee. I award the landlord \$50.00.

Conclusion

The landlord has been awarded \$2,686.85 which represents \$1,800.00 in rent, \$836.85 as the cost of replacing glass and \$50.00 for the filing fee. I order the landlord to retain the \$1,800.00 in deposits in partial satisfaction of the claim and I grant her a monetary order under section 67 for the balance of \$886.85. This order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: June 05, 2014

Residential Tenancy Branch

