



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASAP ENTERPRISES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, FF

Introduction

The landlord applies to recover the undisputed \$134.05 cost of a window repair.

Both parties attended the hearing, the tenant by her co-tenant Mr. B. and the landlord by its two representatives, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Who is responsible for the broken window and thus its repair cost?

Background and Evidence

The rental unit is a one bedroom apartment. The monthly rent is \$918.00. The landlord holds a \$395.00 security deposit.

On the morning of December 12, 2016 during a very cold spell, the tenant Mr. B. woke up to close the bedroom window. He says his apartment is a very warm one even though the thermostat is turned off. He is in the habit of opening the window a bit to cool the room overnight.

He says that though the sliding glass window had only been opened about an inch and a half, it had seized with the cold and would not close. He “tapped” the vertical metal frame rod running between the fixed, left pane of the window and its sliding, right pane and the window shattered. He called the landlord who immediately repaired it at a cost of \$134.05.

Ms. D.A. for the landlord says she saw the broken window and it had a hole in the middle of it.

The glass repairman submitted an invoice in which he reported “something big hit the window from inside.”

Analysis

The proximate cause of the window breakage was the tenant Mr. B. striking it. It falls to him to show that either the weather or a defect in the window caused it to fail in a substandard or unreasonable manner. He has not proved that at this hearing.

It follows that the tenants are responsible for the cost of the repair.

The landlord has only named the tenant Ms. S. as a respondent in this application though Mr. B. states he is also named in the written tenancy agreement. The landlord will have a monetary order for \$134.05 plus recovery of the \$100.00 filing fee, for a total of \$234.50, against Ms. S.

Conclusion

The application is allowed.

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: March 08, 2017

Residential Tenancy Branch