



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPE OPR OPL MND MNR MNDC FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. The landlord, a witness for the landlord and both tenants participated in the teleconference hearing.

At the outset of the hearing the parties confirmed that the tenants were no longer residing in the rental unit, and accordingly I dismissed the portions of the landlord's application regarding an order of possession.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The evidence of the landlord was as follows. The landlord hired both of the tenants as resident managers of the rental complex. The verbal agreement between the landlord and the tenants was that the tenants could stay in the caretaker's unit rent-free, plus receive monthly monetary compensation. The parties did not discuss what the rental value of the caretaker's unit would be.

In June 2011 the landlord returned from out of town to discover that the female tenant had moved out of the caretaker's unit and into one of the other rental units. In the landlord's opinion, the female tenant had ended her employment with the landlord, and when one person quits, then they both quit. The landlord and the tenants discussed the situation and came to a verbal agreement that the tenants would each pay \$500 in rent for the units they occupied. The tenants did not pay the landlord any rent on July 1, 2011. The caretaker's unit was furnished, and the tenants' cat damaged the couch. The male tenant made holes in the walls of the caretaker's unit. The landlord is a general contractor, and he did the work to repair the holes in the wall.

The landlord has claimed \$500 in rent for July 2011 for the caretaker's unit, \$500 in rent for July 2011 for the other rental unit, \$250 for the damaged couch, and \$750 for repairs to the holes in the wall.

The tenants' response was as follows. The tenants' agreement with the landlord regarding rent was that they would each pay half a month's rent for the two suites, in the amount of \$250 each. However, the tenants dispute being responsible for any rent, for the following reasons. On the July 1st long weekend the landlord came over to the caretaker's unit drunk, kicked the door in, and gave the tenant 24 hours' notice to move out. The male tenant acknowledged that he then acted in anger and punched holes in the wall. As a result of the landlord's actions, the female tenant feared for her safety and moved out of the complex on July 5, 2011. On July 15, 2011 the landlord changed the locks on the caretaker's unit. The male tenant moved out of the caretaker's unit on July 16, 2011.

The tenants acknowledged that their cat damaged the couch, but stated that they had an agreement with the landlord that they would pay \$100 toward that damage, not \$250.

The landlord denied being drunk or kicking the door, but he did attend at the caretaker's unit and tell the tenant that he had to move.

Analysis

In considering the evidence, I find as follows. The landlord and the tenants disputed the amount of rent that it was agreed the tenants would pay, and there was no written documentation of either their agreement or a tenancy agreement or other document that would have established the value of rent for either the caretaker's unit or the other unit. On that basis, I find that the landlord is not entitled to any rent as claimed.

The landlord did not provide sufficient evidence to establish that he was entitled to \$250 for the damaged couch or \$750 for the holes in the wall. The tenants acknowledged that they had agreed to pay the landlord \$100 toward the damaged couch, and I therefore grant the landlord \$100 toward the damaged couch. The male tenant acknowledged making the holes in the wall, and I accept the landlord's testimony that he incurred some costs for repairing the holes. However, the landlord did not provide a detailed breakdown of his costs for materials, or indicate how long it took for the work to be done. I therefore find the landlord is entitled to \$100 for the holes in the wall.

As the landlord's claim was only marginally successful, I find he is not entitled to recovery of the filing fee for the cost of his application.

Conclusion

I grant the landlord an order under section 67 for the balance due of \$100. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The remainder of the landlord's application is dismissed.

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: August 18, 2011.

Residential Tenancy Branch