



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ECR Motels Ltd. Hills Sunrise Motel
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MND, MNDC, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession, a monetary claim for damage to the unit, site or property, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend the hearing or submit any documentary evidence. The Landlord states that he personally provided a copy of the notice of hearing package and the submitted documentary evidence on October 4, 2013 to the Tenant. I accept the undisputed direct testimony of the Landlord and find that the Tenant has been properly served.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?
Is the Landlord entitled to a monetary order?
Is the Landlord entitled to retain the security deposit?

Background and Evidence

The Landlord states that there is no signed tenancy agreement, but that the monthly rent was \$600.00 payable on the 1st of each month and that a \$300.00 security deposit was paid.

The Landlord states that the Tenant vacated the rental unit on September 30, 2013 and that an order of possession is no longer required. As such no further action is required for this portion of the application.

The Landlord states that the Tenant left the rental unit in an uninhabitable state that required an greater than average amount of time to clean, remove garbage to the dump, removal of carpets and wood strips. The Landlord relies on the submitted photographs and the invoice from Kootenay Building Management (2004) for which the Landlord was charged \$945.00. The Landlord also states that he suffered a \$300.00 expense for new painting and \$150.00 for paint as the Tenant left the unit beyond what is normally wear and tear. The Landlord also submits that the Tenant was in rent arrears for the first month of rent for which he never paid of \$600.00.

Analysis

I accept the undisputed evidence of the Landlord and find on a balance of probabilities that the Landlord has established a claim for damages for \$945.00 (cleaning), \$300.00 (paint labour) and \$150.00 (paint materials) for a total of \$1,395.00. I find that the Landlord has failed to provide sufficient evidence to satisfy me of any loss of rental income as opposed to his claim of unpaid rent for which he did not apply. This portion of the Landlord's claim is dismissed.

The Landlord is entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$300.00 security deposit in partial satisfaction of the claim and I grant a monetary order for the balance due of \$1,145.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

No Action required for the Landlord's request for an order of possession.
The Landlord is granted a monetary order for \$1,145.00.
The Landlord may retain the \$300.00 security deposit.

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: January 10, 2014

Residential Tenancy Branch

