



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Rivers Inlet Enterprises Inc.
and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

This is an application filed by the landlord for an order of possession as a result of a one month notice to end tenancy issued for cause, a monetary order request for damage to the unit, site or property, for unpaid rent or utilities, 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 or submit any documentary evidence. The landlord states that the tenant was personally served with the notice of hearing package and the submitted documentary evidence in person on November 4, 2014 at the rental unit. The landlord states that the tenant has vacated the rental unit on November 9, 2014. I accept the undisputed testimony of the landlord and find that the tenant was properly served with the notice of hearing package and the submitted documentary evidence as per the Residential Tenancy Act.

The landlord has indicated that an order of possession is no longer required as the tenant has already vacated the rental unit and as such no further action is required for the request for an order of possession.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?
Is the landlord entitled to retain the security deposit?

Background and Evidence

This tenancy began on June 1, 2014 on a fixed term tenancy ending on May 31, 2015 as shown by the submitted copy of the signed tenancy agreement dated May 16, 2014.

The monthly rent is \$870.00 payable on the 1st of each month and a security deposit of \$435.00 was paid on May 16, 2014.

The landlord stated that the tenant has caused a lot of damage to the rental unit. The landlord has applied for a monetary claim of \$1,400.00 based upon an estimate at the time of the application. The landlord clarified that his claim exceeds that amount to \$2,620.00. The landlord stated that he understood that his claim is limited to the original amount filed at \$1,400.00 as he did not amend the application. The landlord stated that because of a heart attack that he was unable to submit his invoices/receipts for the hearing. The landlord provided details of his invoices in his direct testimony during the hearing.

The landlord states that damage consisted of \$1,280.00 for drywall wall repairs because of the 396 holes found in the walls. This repair consists of 8 hours of labour at \$40.00 per hour. The landlord has submitted photographs which show the extent of the damage of the holes in the walls and the doors. The landlord seeks \$500.00 for paint and labour to refinish the walls after new drywall work. The landlord seeks \$480.00 for the replacement of 3 doors at \$160.00 each which includes installation. The landlord seeks \$210.00 for compensation of pro-rated rent provided to the new tenant as the tenant had over held the rental unit by 9 days. The landlord seeks \$150.00 for a garbage disposal charge as the tenant left the unit with a lot garbage left inside.

Analysis

I accept the undisputed evidence of the landlord and find that the tenant has caused damage to the rental unit. Based upon the landlord's direct testimony and the documentary evidence submitted outlining the 396 holes in the walls, I find that a claim for damages caused by the tenant has been justified. The landlord has provided a completed condition inspection report for the move-in (showing no damage) and photographs showing damage to the rental unit at the end of the tenancy. Although the landlord did not provide documentary evidence of an actual amount required for compensation, I find based upon the landlord's undisputed direct testimony detailing the repair costs that I am satisfied that these costs were incurred for repair/replacement of the damage caused by the tenant. The landlord has established a claim for \$2,620.00 in damages. This claim is limited to the \$1,400.00 amount filed for this application by the landlord. As such, the landlord has established a claim for \$1,400.00.

The landlord is entitled to recovery of the \$50.00 filing fee. I order that the landlord retain the \$435.00 security deposit in partial satisfaction of the claim and I grant the

landlord a monetary order for the balance due of \$1,015.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$1,015.00.
The landlord may retain the 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: December 10, 2014

Residential Tenancy Branch

