



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SHORELINE RESORT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR MNR MNSD

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an Order of Possession for unpaid rent pursuant to section 55; a monetary order for unpaid rent pursuant to section 67; and authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The landlord attended the hearing and was given a full opportunity to be heard, to present their sworn testimony, and to make submissions. The landlord testified the tenant was personally served with a 10 Day Notice to End Tenancy for Unpaid Rent ("the 10 Day Notice") on May 14, 2015. The landlord testified that the tenant was personally served with the Application for Dispute Resolution and all evidence packages together to the tenant on May 23, 2015. I accept the tenant was duly served with both the 10 Day Notice and the Application for Dispute Resolution package with Notice of Hearing. The tenant did not attend this teleconference. The landlord testified that the tenant had vacated the rental unit on or about June 20, 2015. The landlord withdrew the application for an Order of Possession with respect to the rental unit.

### Preliminary Issue

I have considered whether this arrangement constituted a tenancy. Given the agreement between parties to pay monthly for residential accommodations at a particular location with some guidelines with respect to the tenant's obligations within the rental unit, and finally given that the landlord held a security-type deposit, I find that this arrangement falls within the scope of the *Residential Tenancy Act*.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent? Is the landlord entitled to retain all or a portion of the tenant's security deposit to satisfy that order?

### Background and Evidence

The tenant began residing in the motel run by the applicants on February 20, 2015. The respondent initially paid for two weeks. After the tenant had paid and stayed for two further weeks, the landlords allowed him to pay monthly. The tenant paid \$750.00 per month, generally on the 20<sup>th</sup> of each month. The landlord described this monthly amount as "the snowbird rate". The landlord testified that, when the tenant began to pay monthly to stay in the motel, he provided a half a month's rent in the amount of \$375.00. The landlord considered this amount to be a security deposit. The respondent was allowed a dog in the unit, paid for housekeeping and long distance calls.

The landlord originally applied for an Order of Possession for unpaid rent for the month of April 2015. The landlord testified that the tenant did not pay rent of \$750.00 due on April 20, 2015. The landlord testified that the tenant did not pay rent in May or June after receiving the notice to end tenancy even though he did not vacated the rental unit on or about June 20, 2015. At this hearing, the landlord sought a monetary order in the amount of \$1500.00 for April and May 2015 rent.

The landlord testified that, beyond unpaid rent, the respondent damaged the unit and stole items from the unit. The landlord testified that the respondent; stole the television; left blue hair dye on the walls in the washroom; left a snake in the rental unit; put a steak between the mattress and box spring; and put ice cream in the closet. She testified that there were rats and bugs in the unit when they discovered that the respondent had abandoned the unit. She testified that a guest scheduled to stay in the unit had to be transferred to another room and given a free night's stay to compensate for the circumstances.

### Analysis

The landlord testified that the tenant has vacated the rental unit. The landlord withdrew the application for an Order of Possession of the rental unit.

I find that the landlord has provided evidence, in both testimony and documentary materials submitted that the tenant failed to pay rent on April 20, 2015 or May 20, 2015 as required by the agreement between the parties. I accept that there was an agreement in place for the monthly payment of rent for accommodations. I accept the landlords testimony that the tenant was served with a notice to end tenancy for unpaid rent. I accept the landlords evidence that the tenant vacated the rental unit and that he left damages to the unit.

I find the landlord is entitled to receive an order for unpaid rent for April and May 2015 in the amount of \$1500.00. I accept this uncontested evidence offered by the landlord with respect to the tenant's non-payment of rent. I am issuing the attached monetary order that includes the landlord's application for \$1500.00 in unpaid rent.

The landlord testified that she continues to hold a security deposit of \$375.00 plus any interest applicable. There is no interest payable from the start date of this tenancy. I will allow the landlord to retain the security deposit in partial satisfaction of the monetary award. And, as the landlord was successful in this application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for this application.

### Conclusion

I grant the landlords an Order of Possession to be effective two days after notice is served to the tenant. If the tenant does not vacate the rental unit within the 2 days required, the landlord may enforce this Order in the Supreme Court of British Columbia.

I issue a monetary Order in favour of the landlords as follows:

Rental Arrears for April 20 & May 20, 2015	\$750.00
Rental Arrears for	750.00
Less Security Deposit	-375.00
Recovery of Filing Fee for this application	50.00
<b>Total Monetary Award</b>	<b>\$1175.00</b>

The landlord is provided with formal Orders in the above terms. Should the tenant(s) fail to comply with these Orders, these Orders may be filed and enforced as Orders of the Provincial Court of British Columbia.

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: July 13, 2015

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Residential Tenancy Branch