



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This was a hearing with respect to the landlord's application for an order for possession, a monetary award and for an order to retain the security deposit. The hearing was conducted by The hearing was conducted by conference call. The named landlord called in and participated in the hearing. The tenant did not attend, although she was personally served with the application and Notice of Hearing at the rental property on June 24, 2015.

After the landlord filed his application on June 22, 2015, the tenant moved out of the rental unit. She moved out on July 3, 2015 and did not provide a forwarding address. The landlord no longer requires an order for possession and this part of his claim is therefore dismissed.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain the tenant's security deposit?

Background and Evidence

The rental unit is a strata title apartment in Surrey. The tenancy began on October 1, 2012 for a one year term and thereafter on a month to month basis. The monthly rent was \$925.00, payable on the first of each month. The tenant paid a security deposit of \$462.50 at the start of the tenancy. The rent was increased to \$950.00 per month effective April 1, 2015.

The landlord testified that the tenant caused many disturbances during her occupancy. There were numerous complaints from other residents of noise and disturbances and frequent visitors to and from the rental unit. The strata manager advised the landlord

that the rental unit was being used for the purposes of prostitution with customers coming and going at all hours with many instances of yelling slamming of doors and fights. The common property was damaged by the tenant's visitors. The strata corporation assessed fines against the landlord as a result of the tenant's conduct. The landlord was required to pay fines totalling \$800.00 on account of his tenant's actions.

The landlord testified that the tenant improperly stored items on the balcony. In April, 2015 due to her negligence a fire started on the balcony of the rental unit; it consumed the goods on the balcony and caused the explosion of a propane tank attached to the tenant's barbeque, shattering the glass doors and balcony railings. Damages exceeded \$30,000.00. The landlord was forced to make an insurance claim with respect to the damage. The landlord had to pay the City of Surrey the sum of \$693.80 as a fire investigation charge. The landlord's insurance deductible for the fire insurance claim was \$1,000.00.

The tenant did not pay rent for June or July. She moved out on July 3, 2015. The landlord provided extensive photographs of the rental unit showing the fire damage and as well other damage to floors, walls and interior doors caused by the tenant. There were several interior doors that had to be replaced, including the bedroom door with numerous holes punched through it. The unit had to be repainted and floors and carpeting were so extensively damaged that they had to be replaced.

In this application for dispute resolution the landlord claimed payment of the sum of \$5,000.00. Due to the extensive damage caused by the tenant, the landlord was not able to re-rent the unit for July or August. The unit has been re-rented effective September 1st. The landlord's claims for unpaid rent for June and July and loss of rental income for August amount to \$2,850.00. The amounts claimed for insurance deductible, strata fines and a fire investigation charge amount to a further \$2,493.80 bringing the landlord's losses to more than \$5,300.00 before the other claims for repairs are even considered.

Analysis

The landlord has limited his claim to the sum of \$5,000.00. I find that he has proved that he has suffered losses for which the tenant is responsible that exceed the amount of \$5,000.00. I therefore allow the landlord's application and grant him a monetary award in the amount of \$5,000.00 as claimed as compensation for all his claims against the tenant for damage and loss related to the tenancy. The landlord is entitled to recover the \$50.00 filing fee for his application, for a total award of \$5,050.00.

Conclusion

The landlord has been awarded the sum of \$5,050.00. I order that he retain the security deposit in the amount of \$462.50 in partial satisfaction of this award and I grant the landlord a monetary order under section 67 for the balance of \$4,587.50. This order may be registered in the Small Claims Court and enforced as an order of that court

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 19, 2015

Residential Tenancy Branch

