



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MND MNR MNSC MNDC SS FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on May 3, 2017 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession for unpaid rent or utilities;
- a monetary order for damage to the unit, site or property;
- a monetary order for unpaid rent or utilities;
- an order that the Landlord be permitted to retain all or part of the pet damage deposit or security deposit;
- a monetary order for money owed or compensation for damage or loss;
- an order allowing the Landlord to serve documents in a different way than required by the *Act*.

The Landlord attended the hearing on his own behalf and provided affirmed testimony. The Tenants did not attend the hearing.

The Landlord testified the Tenants were each served with the Application package, in person, on May 9, 2017. A neighbour, T.J., effected service, while the Landlord witnessed service to avoid a confrontation. The Landlord testified the Tenant L.A.M. was served at her residence, while the Tenant W.J. was served at his place of work. I find the Tenants were served with the Application package on May 9, 2017.

The Landlord was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Landlord applied for an order of possession with respect to the rental unit. However, his oral testimony and written submissions confirmed the Tenants vacated the rental unit without notice on March 5, 2017. Accordingly, an order of possession is not required and I have not considered this aspect of the Landlord's Application further in this Decision.

Similarly, the Landlord advised during the hearing that the Tenants did not pay a security deposit. Accordingly, an order respecting retention of a security deposit is not required. This aspect of the Landlord's Application has not been considered further in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for damage to the unit, site or property?
2. Is the Landlord entitled to a monetary order for unpaid rent or utilities?
3. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
4. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

The Landlord testified the residential tenancy began in or about January 2016, and ended when the Tenants vacated the rental unit without notice on or about March 5, 2017. He testified that the Tenants were given a copy of the tenancy agreement between the Landlord and the manufactured home park, with one page altered to indicate the amount of rent due by the Tenants. A copy was provided with the Landlord's documentary evidence. The Landlord testified that although he paid pad rent of \$200.00 per month, the Tenants paid him rent of \$700.00 per month. The Tenants did not pay a security deposit to the Landlord.

As noted above, the Landlord testified the Tenants vacated the rental unit without notice on or about March 5, 2017, and that rent for that month has not been paid to the Landlord.

In addition, the Landlord indicated he is seeking \$350.00 towards costs he has incurred to make repairs to the rental unit. Although calculations showing greater amounts owing were included with the Landlord's documentary evidence and written submissions, he confirmed he was prepared to waive the additional amounts as he is doubtful of recovery.

The Landlord submitted digital evidence on a USB stick which contained photographic images showing the condition of the rental unit at the end of the tenancy. The pictures depict damage throughout the rental unit, including broken windows, damages flooring and cupboards, writing on walls, and unsanitary conditions. The Landlords submitted a number of receipts in support. One such receipt, dated March 29, 2017, confirms the purchase of supplies to paint walls, and to repair flooring and window frames. The total of this receipt was \$363.17, already in excess of the amount claimed by the Landlord. Additional expenses were incurred to repair cupboards, seal windows, and replace faucets, with receipts submitted in support.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

If damage or loss results from a party not complying with the *Act*, Regulation or a tenancy agreement, section 67 of the *Act* empowers an arbitrator to determine the amount of, and order a party to pay, compensation to the other party.

With respect to the Landlord's claim for \$700.00 for unpaid rent, I find the Tenants did not pay rent for March 2017. Accordingly, I grant the Landlord a monetary award of \$700.00.

With respect to the Landlord's claim for \$350.00 (additional amounts waived) for various repairs required to the rental unit, I grant the Landlord a monetary award in the amount of \$350.00. The Landlord's digital evidence revealed images that confirm the damage was beyond reasonable wear and tear, and receipts were submitted in support.

Having been successful, and pursuant to section 67 of the *Act*, I find the Landlord has demonstrated an entitlement to a monetary order of \$1,150.00, which is comprised of \$700.00 in unpaid rent, \$350.00 for repairs to damage caused by the Tenants, and \$100.00 as recovery of the filing fee paid to make the Application.

Conclusion

The Landlord is granted a monetary order in the amount of \$1,150.00. This order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: June 9, 2017

Residential Tenancy Branch