



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S

### Introduction

On May 8, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) requesting a Monetary Order for unpaid rent and compensation for enforcement costs, to recover the cost of the Filing Fee and to apply the security deposit to the claim. The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenants did not attend at any time during the thirty-four minute hearing. The Landlord testified that the Eviction Company she hired personally served the Tenants with the Notice of Hearing by hand-delivering a copy to the Tenants at the rental unit on May 11, 2018. The Eviction Company also sent the Notice of Hearing package via registered mail on May 12, 2018. I find that the Tenants have been duly served with the Notice of Hearing in accordance with Section 89 and 90 of the Act.

The Landlord was provided the opportunity to present her affirmed testimony, evidence in written and documentary form, and to make submissions at the hearing. 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.

### Issues to be Decided

Should the Landlord receive a Monetary Order for unpaid rent and compensation for enforcement costs?

Should the Landlord be permitted to apply the security deposit to the claim?

Should the Landlord be reimbursed for the cost of the Filing Fee?

### Background and Evidence

Relevant background evidence in this matter includes the fact that this tenancy was ordered to end by an Arbitrator at the Residential Tenancy Branch on April 26, 2018. The Landlord was granted an Order of Possession for the Tenants to deliver vacant possession of the rental unit 2 days after the Tenants were served. The Order of Possession was deemed served on April 29, 2018; however, the Tenants did not vacate the rental unit. The Landlord subsequently obtained a *Writ of Possession* from the Supreme Court, dated May 16, 2018, enforcing the Order of Possession. The Tenants eventually moved out of the rental unit on May 23, 2018, on their own accord.

The Landlord provided the following undisputed testimony:

The month-to-month tenancy began on October 15, 2015 and the \$700.00 a month rent was due on the first of each month. The Landlord collected a security deposit of \$350.00 and currently holds that amount. As of January 18, 2018, the rent was established at \$850.00 a month.

The Tenants paid partial rent in February of 2018 and failed to pay rent for March, April or May 2018.

The Tenants left the rental unit in damaged and dirty condition and the Landlord has been making repairs and cleaning the unit since the Tenants have vacated. The Landlord has been collecting receipts for the services and losses that she has been incurring; however, is still in the process of repairing the rental unit and has not submitted most of the receipts as evidence for this hearing. The Tenants were not cooperative with the Landlord by the end of the tenancy and did not provide a forwarding address to the Landlord.

The Landlord is making a claim for three months of unpaid rent from March, April and May 2018, for a total of \$2,550.00. Further, the Landlord has claimed \$2,400.00 for enforcement in relation to Eviction Services and Bailiffs; however, she has not provided any receipts or invoices for this part of her claim. The Landlord has claimed \$120.00 for the Filing Fee paid to the Supreme Court to obtain the *Writ of Possession* (receipt submitted) and \$100.00 for the Filing Fee paid for this Application.

### Analysis

I accept the Landlord's undisputed testimony and evidence and find that the Tenants did not pay rent, contrary to the Tenancy Agreement and Section 26 of the Act. I find the Landlord should be compensated for the unpaid rent for the months of March, April and May 2018, for a total of \$2,550.00.

I accept that the Landlord has incurred losses due to the Tenants overstaying their tenancy and as a result of cleaning and repairing the rental unit. However, the Landlord has failed to provide sufficient evidence in relation to the specific costs incurred and the related receipts. I find that the Landlord's part of the claim for \$2,400.00, related to enforcement, is dismissed with leave to reapply.

The Landlord testified that she paid a \$120.00 Filing Fee at the Law Courts on May 16, 2018 and submitted a receipt for the same. I find that the Landlord should be reimbursed for this fee.

The Landlord's Application for Dispute Resolution has merit; therefore, I find that the Landlord should be reimbursed for the \$100.00 Filing Fee.

I authorize a Monetary Order in the Landlord's favour under the following terms, and to retain the Tenants' security deposit:

<b>Item</b>	<b>Amount</b>
Unpaid March 2018 Rent	\$850.00
Unpaid April 2018 Rent	850.00
Unpaid May 2018 Rent	850.00
Law Courts – Filing Fee	120.00
Recovery of Filing Fee for this Application	100.00
Sub-Total	<b>\$2,770.00</b>
Less Security Deposit	-350.00
<b>Total Monetary Order</b>	<b>\$2,420.00</b>

Based on these determinations, I grant the Landlord a Monetary Order for \$2,420.00, in accordance with Section 67 of the Act.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$2,770.00. Pursuant to Section 72(2) of the Act, I authorize the Landlord to keep the Tenants' security deposit of \$350.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a Monetary Order for the balance of \$2,420.00. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia 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: June 21, 2018

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Residential Tenancy Branch