



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0849226 BC Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord's evidence that each Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenants did not attend the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on March 15, 2013 with rent of \$1,300.00 payable monthly on the first day of each month. The Landlord had a bailiff serve the Tenants with a 10 day notice for unpaid rent and following a hearing on the matter obtained an Order of Possession dated November 15, 20124. The Landlord had a bailiff serve this document to the Tenants who did not move out of the unit within 2 days of service. The Landlord obtained a Writ of Possession and the Tenants were removed by a bailiff on December

20, 2013. No written tenancy agreement was provided by the Landlord. The Landlord claims unpaid rent of \$2,900.00, late rent fees, registered mail fees and bailiff fees.

Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established.

Based on the undisputed evidence of the Landlord I find that the Landlord has substantiated that the Tenants have failed to pay rent of **\$2,900.00** and I find that the Landlord is entitled to this amount. Given the lack of a written tenancy agreement providing for late rent fees, I dismiss this claim. As service of documents are related to the dispute process and as only recovery of the filing fees are provided for under the Act for dispute costs, I dismiss the registered mail fees and the bailiff fees in relation to the service of documents. As the Tenants failed to move out of the unit following the service of the Order of Possession, I find that the Landlord has substantiated that the Tenants did not comply with the Act and caused the costs of the bailiff to remove the Tenants. I find therefore that the Landlord is entitled to the bailiff fees for the Tenant's removal from the unit in the amount of **\$651.00**. I find that the Landlord is entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$3,601.00**. Deducting the security deposit of **\$650.00** plus zero interest leaves **\$2,951.00** owed by the Tenants to the Landlord.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$650.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act

for **\$2,951.00**. If necessary, this order may be filed 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: May 01, 2014

Residential Tenancy Branch

