



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      MNR, MNDC, FF

### **Introduction**

This hearing was convened by way of conference call to deal with the landlord's application for a monetary order for unpaid rent or utilities; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

The landlord attended the conference call hearing, provided affirmed testimony and provided an evidence package in advance of the hearing. However, despite being personally served with the Landlord's Application for Dispute Resolution and notice of hearing documents on February 4, 2011, the tenant did not attend.

All evidence and the testimony provided have been reviewed and is considered in this Decision.

### **Issue(s) to be Decided**

Is the landlord entitled to a monetary order for unpaid rent or utilities?

Is the landlord entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

### **Background and Evidence**

The landlord testified that this fixed-term tenancy began on October 15, 2010 and was to expire on April 30, 2011. The tenant did not move into the rental unit on October 15, 2010 because she didn't have enough money to pay for the rent at that time, and the landlord would not permit her to move into the rental unit until the rent was paid. The tenant paid for the first month of rent on November 6, 2010 and moved in on that day, and the landlord agreed not to collect rent for October. The landlord collected a security deposit from the tenant in the amount of \$700.00 at the outset of the tenancy. Rent in the amount of \$1,400.00 per month was payable in advance on the 1<sup>st</sup> day of each month.

The landlord also testified that he applied for dispute resolution previously because the tenant failed to pay rent for the month of December, and then failed to pay rent for the month of January, 2011 and the landlord was successful in obtaining a monetary order for unpaid rent for those months as well as an Order of Possession. The Dispute Resolution Officer also ordered that the landlord keep the security deposit. The tenant attended that hearing, but did not move from the rental unit, and a Court Bailiff was hired to move the tenant out. The Court Bailiff served the tenant with the Writ of Possession issued by the Supreme Court of British Columbia, and provided a letter to the landlord outlining the events. A copy of that letter was provided in advance of the hearing. The tenant actually moved from the rental unit on February 7, 2011. The landlord provided evidence of having advertised the rental unit for rent again on January 5, 2011 for a new tenancy to commence on February 1, 2011, but because the tenant hadn't moved out, he had to cancel the advertisement. The unit was finally re-rented on March 15, 2011.

The landlord further testified that the parties conducted a move-in condition inspection at the outset of the tenancy, but was unable to complete a move-out condition inspection because the Court Bailiff had taken over to ensure the tenant moved out. He also stated that the unit was left undamaged, but required cleaning and the tenant left items in the rental unit that the landlord had to haul to the local landfill. The move-in condition inspection report was not provided in advance of the hearing. He also testified that the tenant did not leave keys to the rental unit, and although the application states that 3 locks required changing, the landlord actually changed 2 locks.

The landlord claims unpaid rent for the month of February, 2011 as well as loss of revenue for half of the month of March, 2011.

The landlord also claims \$584.00 for the Court Bailiff fees, \$30.50 for the landfill costs, \$75.00 for 3 hours of cleaning, \$260.83 for changing the locks and purchasing cleaning supplies, \$120.00 for Court fees and \$50.00 for the recovery of the filing fee for the cost of this application, and provided receipts and invoices for those charges. He also requested reimbursement of loss of wages, travel time and gasoline for dealing with this tenancy.

### **Analysis**

In the circumstances, I find that the landlord has established a claim for unpaid rent for the month of February, 2011 as well as loss of revenue for half of the month of March, 2011.

With respect to the damage claims, the *Act* states that a tenant is required to leave a rental unit reasonably clean and undamaged except for normal wear and tear. I have no evidence before me of the condition of the unit when the tenant moved in as opposed to the condition of the unit after the tenant moved out of the rental unit, nor do I have any evidence that the cleaning required by the landlord was beyond normal wear and tear.

I am satisfied, however, that the tenant did not leave the keys to the rental unit which required the landlord to change the locks. I am further satisfied that the landlord cannot be held responsible for the landfill charges for the tenant's failure to do so herself, and that amount should be awarded to the landlord.

Court Bailiff fees and Court fees are not recoverable under the *Residential Tenancy Act*, and therefore, the landlord's application for a monetary order for those amounts cannot succeed. The landlord may enquire with the Provincial Court of British Columbia, Small Claims division as to whether or not those fees can be recoverable through Small Claims Court.

In summary, I find that the landlord has established a claim, in addition to the award made at a previous dispute resolution hearing, for unpaid rent in the amount of \$1,400.00; loss of revenue in the amount of \$700.00; \$30.50 for the landfill charges; \$223.41 for changing the locks, including HST, and \$50.00 for the cost of filing this application.

### **Conclusion**

For the reasons set out above, I hereby grant a monetary order in favour of the landlord in the amount of \$2,403.91. This order may be filed in the Provincial Court of British Columbia, Small Claims division 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 13, 2011.

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Residential Tenancy Branch