



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, and FF

Introduction

This hearing was convened on the landlord's application of April 29, 2013 seeking a Monetary Order for unpaid rent, costs of enforcing an Order of Possession and recovery of the filing fee for this proceeding.

Despite having been served with the Notice of Hearing sent by registered mail on April 30, 2013, the tenant did not call in to the number provided to enable her participation in the telephone conference call hearing. Therefore, it proceeded in her absence.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order as requested?

Background, Evidence and Analysis

This tenancy began on October 1, 2012. Rent was \$1,000 per month and there was no security deposit.

The tenancy was the subject of a hearing on January 15, 2013 in which the landlord was granted an Order of Possession based on a Notice to End Tenancy for unpaid rent. As the notice of that hearing had been served by posting, the arbitrator was not able to issue a requested Monetary Order.

During the present hearing, the landlord gave evidence that the tenancy ended on May 3, 2013 by way of eviction by court bailiffs as the tenant had not honored the order of possession.

The landlord explained that the delay in enforcing the January 15, 2013 order of possession resulted from a shortage of funds because the tenant had been paying no rent and the landlord had to save for some time to accumulate the bailiff fees.

The landlord claims and I find as follows:

Unpaid rent - \$5,500. The landlord gave evidence that from October 1, 2012 to May 3, 2013, the tenant had paid only \$2,500 of the \$8,000 that should have been paid over the eight month tenancy. The landlord has included the loss of rent for the balance of May 2013 as the tenant had failed to report that the septic system had backed up due to plastic and other materials having been improperly flushed. The landlord stated that due to the loss of revenue, she has still not been able to restore the unit to a rentable state. Section 26 of the Act states that tenants must pay rent when it is due and section 67 of the act empowers the director's delegate to determine an amount owed by one party to a rental agreement to the other and order payment of that amount. In the absence of any evidence to the contrary, I find that the tenant owes to the landlord \$5,500 in unpaid rent/loss of rent and this claim is allowed in full.

Bailiff's fees - \$3,278.55. The landlord submitted into evidence a copy of a receipt showing that she paid a \$2,200 deposit to the bailiff on April 29, 2013 and a paid invoice dated May 14, 2013 showing that she had paid an additional \$1,078.55 in full settlement of the account. Section 7 of the *Act* provides that if one party to a rental agreement suffers a loss due to the non-compliance of the other with the legislation or rental agreement, then the non-compliant party must compensate the other for the loss. This claim is allowed in full.

Fee for Writ of Possession - \$120. For the reasons cited in the previous item, this claim is allowed in full.

Filing fee - \$100. As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenant.

Thus, I find that the tenant owes to the landlord an amount calculated as follows:

Unpaid rent	\$5,500.00
Bailiff's fees	3,278.55
Fee for Writ of Possession	120.00
Filing fee	100.00
TOTAL	\$8,998.55

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order for **\$8,998.55**, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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: July 22, 2013

Residential Tenancy Branch

