



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNR, MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on July 15, 2009 and ended on January 17, 2013. The tenants were obligated to pay \$799.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$400.00 security deposit.

I address the landlord's claims and my findings around each as follows.

Landlords First Claim – The landlord is seeking \$2661.37 for bailiff costs. The landlord was awarded an order of possession in a separate hearing however the tenants did not abide by the order and the landlord had to seek the services of the bailiffs. In this matter, the tenant was obligated to provide the landlord with vacant possession after January 10, 2013. I find the tenant did not do so, leaving it available to the landlord to have the Order of Possession enforced via the Supreme Court. I find there is only one way to enforce an Order of Possession and the landlord determined to use it. As a result, I find the landlord's costs associated with enforcing the order are valid. The tenant did not dispute this claim but stated the movers damaged some belongings and stole some of her clothes. The landlord provided the order of possession along with the receipt to support his claim. I find the landlord is entitled to \$2661.37.

Landlords Second Claim- The landlord is seeking unpaid rent in the amount of \$180.42. The landlord stated the order of possession took effect January 10, 2013 however the tenants did not move out willingly and that the tenants remained in the unit until January 17, 2013 until the service of the bailiffs were employed. The tenant did not dispute this claim but stated “the landlord only wants money, that’s all he wants”. I find that the landlord is entitled to \$180.42.

As the landlord has been successful in their application they are entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$2891.79. I order that the landlord retain the \$400.00 deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$2491.79. 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: October 22, 2013

Residential Tenancy Branch

