



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD MNDC FF

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.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord stated that she personally served the tenant with the application for dispute resolution and notice of hearing on June 19, 2014. I accepted the landlord's testimony that the tenant was served with notice of the hearing, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began in March 2014. Rent in the amount of \$600 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$300.

The tenant failed to pay rent for April 2014, and on May 2, 2014 the landlord served the tenant with a notice to end tenancy for unpaid rent. The landlord applied for and was granted an order of possession and a monetary order of \$600 for April 2014 rent.

The landlord's evidence was that the tenant was removed by the bailiff on June 10, 2014. The landlord submitted photographs and invoices showing that after the tenant was removed, the rental unit required cleaning and repairs.

In the hearing the landlord stated that she erroneously included unpaid rent of \$600 for April 2014 in this claim, and she withdrew that portion of her application.

The landlord has claimed the following compensation:

- 1) \$300 for May 2014 rent;
- 2) \$600 for June 2014 lost revenue;
- 3) \$50 for filing fee paid for the Direct Request application;
- 4) \$13.90 for registered mail fees;
- 5) \$1168.92 for bailiff fees and associated costs;
- 6) \$348.10 for the tenant's share of BC Hydro bills;
- 7) \$1510.12 for cleaning and repairs; and
- 8) \$50 for recovery of the filing fee for this application.

In support of her claim, the landlord submitted copies of receipts, invoices and photographs of the condition of the rental unit at the end of the tenancy.

Analysis

I find that with the exception of items (3) and (4), the landlord is entitled to her claim. The landlord's evidence shows that she had to incur costs to enforce the order of possession; the tenant left outstanding rent and utility bills; and the rental unit required cleaning and repairs after the tenant vacated.

The landlord is not entitled to the \$50 filing fee she paid for her previous application and her registered mail costs. I cannot grant recovery of a filing fee on an application that is not before me, and costs associated with the dispute resolution process, aside from the filing fee for the application at hand, are not recoverable.

Conclusion

The landlord is entitled to \$3977.14. I order that the landlord retain the security deposit of \$300 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$3677.14. 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 31, 2014

