



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COQUITLAM INTERCARE SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Section 67;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

Only the landlord attended and gave evidence that the Application for Dispute Resolution was served by registered mail. It was verified online as successfully delivered. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that they are entitled to compensation for losses suffered due to the tenant's actions? If so, to how much compensation have they shown entitlement? Is the landlord entitled to retain the security deposit to offset the amount owing and to recover the filing fee?

Background and Evidence:

Only the landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The evidence is that as a result of a prior hearing on January 15, 2015, the landlord was awarded an Order of Possession effective two days from service and a monetary order for \$536 for unpaid rent for December 2014. The landlord testified that the tenant did not obey the Order of Possession and a bailiff had to be used to obtain possession.

The landlord said the tenant also did not return keys and the bailiff had to rekey the locks. The tenant also did not clean carpets, the oven or blinds and the landlord paid for these services. In this Application the landlord claims as follows:

\$116.44 for keys and change of locks

\$126.00 for carpet and stair cleaning

\$39.00 to clean oven and blinds

\$1497.33 paid to the bailiff for services

\$132.00 paid as filing fees to the court to enforce the Order of Possession

The landlord said they have \$488 security deposit in trust and request to retain it to offset the amount owing. In support of their application, they have provided receipts for all amounts invoiced above, the condition inspection reports and a request for the tenant to meet with them to do the move-out inspection. They were unable to contact the tenant further regarding the condition inspection report when she vacated for she left no phone or contact number.

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

I find the landlord has proved on a balance of probabilities that the tenant violated the *Act* and tenancy agreement by not paying rent when due and then not vacating the property in response to an Order of Possession. I find the landlord has proved they suffered significant loss due to the tenant's actions as they had to retain a bailiff and pay Court fees. I find the landlord entitled to recover the cost of the bailiff, the Court fees and the change of locks and key as charged by the bailiff. I find the landlord's Application well supported by the invoices provided.

I also find the tenant responsible to maintain the property in a clean and hygienic condition pursuant to section 32 of the *Act*; Policy Guideline 1 also states it is the tenant

responsibility to clean carpets, appliances and blinds. I find this tenant did not clean carpets, oven or blinds when she vacated and the landlord had to engage a service to do this. I find the landlord entitled to carpet cleaning, oven and blind costs.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is entitled to retain the security deposit to offset the amount owing and to recover filing fees paid for this application.

Calculation of Monetary Award:

Costs for Bailiff services	1497.33
Filing fee to Court Services	132.00
Cost for 2 locks and keys	116.44
Clean carpet and stair cost	126.00
Clean oven and blinds	39.00
Filing fee for this Application	50.00
Less security deposit	-488.00
Total Monetary Order to Landlord	1472.77

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 21, 2015

Residential Tenancy Branch

