



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND MNDC FF

Introduction:

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

- a) A monetary order pursuant to Sections 7 and 67 for damages; and
- c) An order to recover the filing fee pursuant to Section 72.

SERVICE

The tenant did not attend. The landlord gave sworn testimony that they served the Application for Dispute Resolution by registered mail. It was verified online as successfully delivered. I find that the tenant is served with the Application according to section 89 of the Act.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that the tenant that he incurred costs due to the tenants' violation of the Act or tenancy agreement? If so, to how much compensation is he entitled? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced December 1, 2014 and rent was \$2300 a month.

The landlord said he had a previous hearing in which he obtained an Order of Possession and the security deposit was applied to the amount owing. The tenants did not move out in compliance with the Order of Possession and the landlord incurred fees for the Court and Sheriff to evict them on a Writ of Possession.

The landlord claims agent's fees of \$855.36 to clean and repair the home and attend to matters concerning the Bailiff. He claims \$1997.57 for Bailiff fees and \$120 for Court fees. He supplied invoices for all amounts claimed. The tenant provided no documents

to dispute the claim. On the basis of the documentary and solemnly sworn evidence, 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's evidence credible that the tenants violated the Act by refusing to vacate pursuant to a legally issued Notice to End Tenancy, an Order of Possession and a Writ of Possession. I find this violation caused the landlord to incur significant costs which he is entitled to recover as set out in the calculation below. I find the landlord's evidence well supported by the invoices provided for his costs.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below. I find the landlord is also entitled to recover filing fees paid for this application.

Calculation of Monetary Award:

Bailiff costs	1997.57
Agent costs to clean, repair and attend to process	855.36
Court fees	120.00
Filing fee	50.00
Total Monetary Order to Landlord	3022.93

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: August 04, 2015

Residential Tenancy Branch

