



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MND, MNR, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for damages to the unit – Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant did not appear at the hearing. The Landlord states that, despite setting out the dispute address on the application as the address for service to the Tenants, the Tenants were served with the application for dispute resolution and notice of hearing by registered mail to the included box number. The Landlord states that the Tenant does not have residential mail delivery and all mail delivery in this area of the province is to a box number. The Landlord states that the Tenants informed the Arbitrator at a previous hearing in June 2015 that they still receive mail at this box number. Based on the undisputed evidence of the Landlord I find that the Landlord has served the Tenant in accordance with Section 89 of the Act. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on January 1, 2015 and ended on May 21, 2015. Rent of \$730.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$365.00 as a security deposit.

The Tenant failed to pay rent for April 2015 and on April 29, 2015 the Landlord obtained an order of possession of the unit. Despite being served with the order of possession the Tenants did not move out of the unit and the Landlord had to hire a bailiff to remove the Tenants on May 21, 2015. The Landlord claims unpaid rent for April and for the period May 1 to 21, 2015 in the amount of \$730.00 and \$487.00. The Landlord also claims the cost of the bailiff in the amount of \$5645.99. The Landlord provided the invoice for the bailiff.

The Landlord states that the Tenant left the unit unclean and damaged and claims \$975.00 for the cleanup and some repairs. The Landlord provided the invoice for these jobs.

The Landlord states that the carpets were left dirty and stained by the pets. The Landlord states that the carpets were all cleaned and a new tenant moved into the unit. The Landlord states that the new tenant has not complained about the carpets and has not been informed that the carpets will be replaced. The Landlord states that the carpets will be replaced eventually. The Landlord claims the costs of replacing the carpets. The Landlord claims the original costs for the replacement costs.

The Landlord states that during the tenancy the Landlord loaned the Tenants \$315.00. The Landlord claims this amount.

#### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that costs for the damage or loss have been incurred or established.

As the Landlord has only provided evidence of a loan and no evidence of any breach of the tenancy agreement or Act by the Tenant in relation to the monies claimed, I dismiss the claim for \$315.00.

Based on the undisputed evidence of the Landlord I find that the Landlord has substantiated that the Tenants failed to leave the unit reasonably clean and undamaged and given the

invoice I find that the Landlord is entitled to **\$975.00**. I also find that the Landlord has substantiated that the Tenant failed to move out of the unit as ordered and that as a result a bailiff was required to remove the Tenant. Given the invoice I find that the Landlord has substantiated an entitlement to **\$5,645.99**. Based on the undisputed evidence of the Landlord in relation to unpaid rent I find that the Landlord is entitled to **\$1, 217.00**. As the Landlord gave no evidence of loss in relation to the carpets I dismiss this claim. The Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$7,937.99**. Deducting the security deposit of **\$365.00** plus zero interest leaves **\$7,572.99** owed by the Tenant to the Landlord.

#### Conclusion

I Order the Landlord to retain the security deposit plus interest of \$365.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for **\$7,572.99**. If necessary, 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: November 27, 2015

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Residential Tenancy Branch

