



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coldwell Banker Horizon Realty
and [tenant name suppressed to protect privacy]

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 they personally served the tenant with the application for dispute resolution and notice of hearing on May 26, 2016. I accepted the landlord's testimony that they served the tenant with notice of the hearing on May 26, 2016, and I proceeded with the hearing in the absence of the tenant.

In the hearing the landlord indicated that they did not wish to address the issue of the security deposit at this time. I therefore did not deal with that portion of their application.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on November 3, 2014. The tenant failed to pay rent in January 2016, and the landlord applied for and received an order of possession. The landlord's evidence is that they served the order of possession on the tenant but he refused to move. The landlord therefore hired a bailiff to remove the tenant. The landlord submitted documentary evidence to show that they paid a bailiff \$1,732.16 to evict the tenant on February 3, 2016. The landlord has also claimed \$120.00 for their filing fee to obtain a writ of possession.

The landlord submitted that they then had to do cleaning and repairs in the unit. The landlord submitted an invoice dated February 17, 2016 for \$407.60 for cleaning and repairs. The landlord has also claimed \$1,500.00 in lost revenue for February 2016 and outstanding utilities bills totalling \$503.28. The landlord also submitted copies of the utilities bills.

Analysis

I find that the landlord has established their claim for in its entirety. I accept the landlord's evidence that the tenant would not vacate after having been served with the order of possession, and it was therefore necessary for them to obtain a writ of possession and hire a bailiff to remove the tenant. I accept the landlord's evidence that they had to do cleaning and repairs after the tenant was removed, and as the invoice for cleaning and repairs is dated February 17, 2016, I find it more likely than not that the landlord was unable to re-rent the unit for any part of February 2016 and they are entitled to lost revenue for that month. I also accept the landlord's evidence that the tenant left behind unpaid utilities bills.

As the landlord's application was successful, they are also entitled to recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

The landlord's monetary claim is successful.

I grant the landlord an order under section 67 for the balance due of \$4,243.04. 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: December 14, 2016

Residential Tenancy Branch