



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 dealt with monetary claims by the tenants and the landlord.

Preliminary Issues

Adjournment

The hearing first convened by teleconference on November 28, 2016. The landlord, counsel for the landlord and the female tenant called in to the hearing. At the outset of the hearing, the tenant stated that she did not receive the landlord's evidence, only their application for dispute resolution. The landlord could not provide sufficient evidence to establish that they served the tenant with their evidence. I determined that it was appropriate to adjourn the hearing to allow the landlord to serve their evidence on the tenant.

The tenant provided a new address for service of documents, which I noted on the front page of the interim decision. I indicated that the landlord may serve the tenant by registered mail at this address, and the tenant would be deemed served with any documents five days after they were sent by registered mail to this address, regardless of whether or not the tenant picked up the mail.

Reconvened Hearing

The hearing reconvened by teleconference on February 24, 2017. Initially, the landlord, counsel for the landlord and the female tenant identified themselves as present. The female tenant stated that she had pneumonia, and when I asked her if anyone else was present and could represent her or assist her in the hearing, she said no. However, it became quickly apparent that the male tenant was also present and prepared to provide testimony.

The tenants stated that they did not receive the landlord's evidence. The landlord provided a copy of the envelope and receipt to establish that they sent the evidence package to the tenants by Xpresspost on February 2, 2017. The tenants stated that they did not accept the package because there was no identifying name included with the return address. I found that the tenants were willfully avoiding service, and they were deemed served with the landlord's evidence on February 7, 2017.

The tenants became very verbally aggressive. I told the tenants that if they could not be quiet until it was their turn to speak, I would have to mute them. I explained that while muted they would be able to hear me and the landlord but we would not hear them until it was their turn to speak and I unmuted them. The tenants continued to interrupt, and after repeated warnings I muted the tenants. The tenants disconnected from the teleconference call approximately 28 minutes after the hearing began and they did not call back into the hearing although the landlord and I remained on the line for a further 16 minutes. I therefore dismissed the tenants' application.

Amendments to Landlord's Claim

In the hearing the landlord withdrew the portions of their claim regarding damage to the rental unit and loss of revenue for May 2016.

Issue(s) to be Considered

Is the landlord entitled to monetary compensation as claimed?

Background and Facts

The tenancy began in October 2015, with monthly rent of \$1,300.00. The tenants were also required to pay two-thirds of the utilities. At the beginning of the tenancy the tenants paid the landlord a security deposit of \$650.00 and a pet deposit of \$650.00.

On March 2, 2016, the landlord served the tenants with a notice to end tenancy for unpaid rent or utilities. The landlord applied for and was granted an order of possession. The tenants refused to comply with the order, and the landlord hired a bailiff to remove the tenants. The tenants were removed on April 15, 2016.

The landlord has claimed compensation as follows:

- 1) \$2,800.00 in unpaid rent - the tenants failed to pay \$200.00 for February 2016 and paid no rent for March or April 2016;
- 2) \$211.30 for two thirds of utilities from November 1, 2015 to January 29, 2016;
- 3) \$211.30 estimated cost of two thirds of utilities for utilities for February, March and half of April 2016;
- 4) \$120.00 for Supreme Court filing fees;
- 5) \$2,397.51 for bailiff services;
- 6) Compensation for costs associated with the dispute resolution process, including transportation costs to file with the Supreme Court, postage and supplies such as toner and photo development;
- 7) \$100.00 for recovery of the filing fee for the cost of this application; and
- 8) \$100.00 for recovery of the filing fee for the cost of the Direct Request application.

In support of their claim the landlord provided invoices and receipts of their costs, where applicable.

Analysis

I am satisfied, based on the landlord's evidence, that the tenants owed the landlord outstanding rent and utilities. However, I decline to award the landlord compensation for the estimated utilities for February, March and April, 2016, as the landlord has had ample time to confirm those amounts and did not. I therefore grant the landlord \$2,800.00 for unpaid rent and \$211.30 for unpaid utilities.

I find that the landlord had to incur significant costs to remove the tenants when they refused to comply with the order of possession, and I therefore grant the landlord \$2,517.51 for the Supreme Court and bailiff fees.

Participants in the dispute resolution process must bear their own costs associated with the process, aside from the filing fee for the application in question. I therefore dismiss the portions of the landlord's application regarding costs for transportation, supplies and mailing costs, as well as the filing fee for their Direct Request application.

As the landlord's claim was partially successful, I grant recovery of the \$100.00 filing fee for the cost of this application.

Conclusion

The tenants' application is dismissed in its entirety.

The landlord is entitled to \$5,628.81. I order that the landlord retain the security and pet deposits of \$2,600.00 in partial compensation of this amount, and I grant the landlord a monetary order for the balance of \$3,028.81.

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: March 15, 2017

Residential Tenancy Branch