



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, 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 compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. I accept the Landlord's evidence that the Tenant was served with the application for dispute resolution and notice of hearing in person on December 8, 2017 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 April 28, 2017. Rent of \$600.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$300.00 for a pet deposit and \$300.00, paid in installments, for a security deposit. The Landlord obtained an order of possession and served this on the Tenant on December 2, 2017. The Order of Possession was effective two day after service on the Tenant. The Tenant did not

leave the unit so the Landlord obtained a Writ of Possession and had the Tenant removed by a bailiff on December 13, 2017.

The Landlord paid \$120.00 for the Supreme Court fees and \$1,000.00 for the bailiff costs. The Landlord claims these costs and provides the receipts.

The Tenant did not pay rent for October, November and December 2017 and the Landlord claims \$1,800.00.

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. Based on the undisputed evidence that the Tenant did not vacate the rental unit within 2 days of receipt of the order of possession and given the undisputed evidence of the costs incurred, with receipts provided, to remove the Tenant from the unit I find that the Landlord has substantiated an entitlement to recovery of the costs to remove the Tenant from the unit in the amount of **\$1,120.00**. Based on the undisputed evidence of rent payable and unpaid I find that the Landlord has substantiated that the Tenant failed to pay rent for October, November and December 2017. The Landlord is therefore entitled to **\$1,800.00** in unpaid rent.

As the Landlord's application has been successful I find that the Landlord is entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$3,020.00**. Deducting the combined pet and security deposit plus zero interest of **\$600.00** leaves **\$2,420.00** owed to the Landlord.

Conclusion

I Order the Landlord to retain the security and pet deposit plus interest of \$600.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the

Act for the remaining amount of **\$2,420.00**. 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: February 21, 2018

Residential Tenancy Branch