



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ON BEHALF OF WANYING LIU MULTIPLE REALTY LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **FFL MNDCL-S MNRL-S**

### **Introduction**

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$12,652.12 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenant IR attended the hearing on behalf of both tenants. The landlord was represented at the hearing by an agent ("**KH**"). Both were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

KH testified, and IR confirmed, that the landlord served the tenants with the notice of dispute resolution form and supporting evidence package. I find that the tenants have been served with the required documents in accordance with the Act.

The tenants did not provide any documentary evidence.

### **Issues to be Decided**

Is the landlord entitled to:

- 1) a monetary order for \$12, 652.12;
- 2) recover its filing fee from the tenants; and
- 3) apply the security deposit towards any monetary order made?

## **Background and Evidence**

While I have considered the documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims and my findings are set out below.

The parties entered into a written tenancy agreement starting December 1, 2018. Monthly rent was \$6,000. The tenants paid the landlord a security deposit of \$3,000. The landlord still retains this deposit.

Following a direct request application, the landlord was awarded an order of possession on July 24, 2019 (the "**Order of Possession**"), effective two days after the landlord served it on the tenants. KH testified that the landlord served the Order of Possession on the tenants via registered mail on July 24, 2019. IR confirmed receipt of the Order of Possession in late July 2019 but could not recall the exact day.

The Order of Possession states:

I do authorize and commend you [tenants], and any other occupant on the premises to deliver full and peaceable vacant possession and occupation of the said premises to the landlord within two (2) days of service of this order on you.

The tenants did not vacate within two days of being served the Order of Possession.

The parties agree that the tenants vacated the rental unit on August 29, 2019. On that date, bailiffs hired by the landlord attended the rental unit, and escorted the tenants off the residential property. The rental unit contained numerous pieces of furniture and other items. The bailiff company contacted the landlord, who provided an additional retainer of \$4,000 to allow for the hiring of a moving company to remove the furniture and other items from the rental unit and transport it to a storage facility.

In total, the landlord paid the bailiff company \$6,652.12, to remove the tenants and their possession from the rental unit. The landlord submitted invoices and a letter from the bailiff company corroborating this amount.

Additionally, KH testified, and IR agreed, that the tenants did not pay any rent for the month of August 2019.

At the hearing, IR agreed that the tenants should be responsible for paying August rent and a portion of the bailiff costs. However, she argued that \$4,000 of the bailiff costs should not be recoverable, as it was not necessary for the landlord to incur those costs in order to have the tenants removed from the rental unit.

### **Analysis**

The Order of Possession requires that the tenants provide the landlord with *vacant* possession. This requirement is not limited to individuals. It extends to furniture and other items in the rental unit. As such, by not vacating the rental unit and removing all its contents within two days of being served with the Order of Possession, the tenants breached the Order of Possession.

I note that the tenants had roughly one month from the time they were served with the Order of Possession to the date the bailiffs removed them from the rental unit to make arrangements to remove themselves and their belongings from the rental unit. In defiance of the Order of Possession, they did neither of these things.

I find that all costs the landlord incurred to obtain vacant possession of the rental unit, including all bailiff costs and moving fees, to have been reasonably incurred. As such, I order that the tenants compensate the landlord for these expenses, in full.

The tenants acknowledge that they are obligated to pay rent for August 2019. As such, I order that they paid this amount to the landlord.

As the landlord has been successful in its application, I order that the tenants repay the landlord its filing fee.

Pursuant to section 72(2) of the Act, the landlord may retain the security deposit in partial satisfaction of the above-made monetary orders.

**Conclusion**

I order that the tenants pay the landlord \$9,752.12, representing the following:

August Rent	\$6,000.00
Bailiff Costs	\$6,652.12
Filing Fee	\$100.00
Security Deposit Credit	-\$3,000.00
<b>Total</b>	<b>\$9,752.12</b>

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: January 27, 2020

---

Residential Tenancy Branch