



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on November 14, 2019 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for money owed or compensation for damage or loss; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by J.H., an agent, who provided affirmed testimony. The Tenants did not attend the hearing.

On behalf of the Landlord, J.H. confirmed that the Notice of Dispute Resolution Proceeding package was served on the Tenants by registered mail on November 20, 2019. Pursuant to section 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find the Tenants are deemed to have received these documents on November 25, 2019.

J.H. was provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?
2. Is the Landlord entitled to an order granting recovery of the filing fee?

Background and Evidence

On behalf of the Landlord, J.H. confirmed the tenancy began on June 1, 2017. The tenancy ended pursuant to a decision and order of possession issued by an arbitrator on January 29, 2019, copies of which were submitted into evidence. In addition, a copy of a bailiff's invoice dated March 18, 2019 confirms that a writ of possession was executed on March 14, 2019. The file number of the related proceeding is included above for ease of reference.

The Landlord seeks to recover monetary losses as set out in a Monetary Order Worksheet dated November 14, 2019. First, the Landlord claims \$6,971.56 for the cost of bailiff services retained to enforce a writ of possession on March 14, 2019. Copies of an order of possession dated January 29, 2020 and an invoice for bailiff services dated March 18, 2019 were submitted in support. The Landlord did not claim GST because the Landlord is exempt from paying GST.

Second, the Landlord claims \$132.00 for the cost incurred to clean the rental unit. J.H. testified the rental unit was not cleaned at the end of the tenancy because a bailiff was required to remove the Tenants from the rental unit. The Landlord submitted an invoice dated March 18, 2019 in support of the amount claimed. The Landlord did not claim GST because the Landlord is exempt from paying GST.

Finally, the Landlord claims \$100.00 in recovery of the filing fee

The Tenants did not attend the hearing to dispute the Landlord's evidence.

Analysis

Based on the unchallenged and affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

With respect to the Landlord's claim for the cost of bailiff services, I find the Landlord has demonstrated an entitlement to a monetary award in the amount of \$6,971.56. These costs flowed from the Tenants' breach of the *Act* and were supported by copies of an order of possession and an invoice for bailiff services.

With respect to the Landlord's claim for the cost incurred to clean the rental unit, I find the Landlord has demonstrated an entitlement to a monetary award in the amount of \$132.00. These costs flowed from the Tenants' breach of the *Act* and were supported by an invoice for bailiff services executed on March 14, 2019 and an invoice for cleaning services.

Having been successful, I find the Landlord is entitled to recover the \$100.00 filing fee paid to make the Application.

Pursuant to section 67 of the *Act*, I find the Landlord is entitled to a monetary order in the amount of \$7,203.56, which has been calculated as follows:

Claim	Allowed
Bailiff services:	\$6,971.56
Cleaning services:	\$132.00
Filing fee:	\$100.00
TOTAL:	\$7,203.56

Conclusion

The Landlord is granted a monetary order in the amount of \$7,203.56. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: April 6, 2020

Residential Tenancy Branch