



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL

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; and
2. A Monetary Order for compensation - Section 67.

The Tenant did not attend the hearing. I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution, notice of hearing and evidence (the “Materials”) by registered mail on December 16, 2020 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenant is deemed to have received the Materials on December 21, 2020. The Landlords were 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 under written agreement started on November 5, 2019. Rent of \$2,000.00 was payable on the first day of each month. In a Decision dated June 8, 2020, the Landlord was granted an order of possession effective two days after service on the Tenant and a monetary order for unpaid rent. The Landlord served the Tenant with the order of possession within two days receipt of the order from the Residential Tenancy Branch. The Tenant did not move out of the unit. The Landlord obtained a writ of possession after July 1, 2020 and a bailiff removed the Tenant from the unit on July 6,

2020. The Tenant did not provide a forwarding address and the Landlord located the Tenant's residence on its own. The Landlord claims the unpaid rent already provided for in the monetary order granted June 8, 2020 and claims \$3,329.63 for the bailiff costs. The Landlord provides the bailiff's invoice.

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 Landlord's undisputed evidence that the Tenant did not move out of the unit as required by the order of possession and based on the Landlord's undisputed evidence that costs for a bailiff to remove the Tenant were incurred I find that the Landlord has substantiated that the Tenant did not comply with the Act causing the Landlord to incur the costs claimed. Given the invoice for those costs, I find that the Landlord is entitled to **\$3,329.63**. As the Landlord already has a monetary order for the unpaid rent, I dismiss this claim. The Landlord may enforce this previous monetary order through the Small Claims Court.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$3,329.63**. 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 Act.

Dated: March 30, 2021

Residential Tenancy Branch