



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDL-S, MNRL-S, MNDCL-S, FFL

Introduction

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

- and a monetary order for unpaid rent, and compensation for monetary loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 pm. The landlord VW attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package ('Application') and evidence on December 17, 2020 by way of registered mail. The landlord provided the tracking information for this package. In accordance with sections 88, 89, and 90 of the *Act*, I find that the tenant deemed served with the landlord's application and evidence on December 22, 2020, 5 days after mailing. The tenant did not submit any written evidence for this hearing.

Although the landlord had applied for a monetary Order of \$4,800.00 in their initial claim for unpaid rent, since they applied another \$2,400 in rent has become owing that was not included in the original application. RTB Rules of Procedure 4.2 allows for amendments to be made in circumstances where the amendment can reasonably be

anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made. On this basis, I have accepted the landlord's request to amend their original application from \$4,800.00 to \$7,200.00 to reflect the unpaid rent that became owing by the time this hearing was convened.

Issue(s) to be Decided

Are the landlords entitled to monetary compensation for money owed or losses?

Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This month-to-month tenancy began December 5, 2019, with monthly rent set at \$1,200.00, payable on the first of the month. The landlord collected a security deposit in the amount of \$600.00, which the landlords still holds. The landlord testified that the tenancy ended on November 5, 2020 after the tenant was removed by a bailiff.

The landlord testified that the tenant left the home in damaged condition, and is seeking a monetary order for the cost of the services of the bailiff, to repair the damage caused by the tenant, and for recovery of the unpaid rent as set in the table below:

Item	Amount
Repairs to Damage	\$2,243.30
Unpaid Rent for March, April, May, September, October, and November 2020 Rent	7,200.00
Bailiff Costs	2,500.00
Filing Fee	100.00
Total Monetary Order Requested	\$12,043.30

The landlord provided a detailed summary of the damage, photos, as well as witness statements in support of their claim.

Analysis

Section 26 of the Act, in part, states as follows:

Rules about payment and non-payment of rent

- 26** (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Based on the undisputed testimony and evidence before me, I find that the tenant failed to pay the outstanding rent for this tenancy in the amount of \$7,200.00 for the months of March, April, May, September, October, and November 2020. Accordingly, I allow this portion of the landlords' monetary claim.

Section 37(2)(a) of the *Act* stipulates that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. I find that the landlord provided sufficient evidence to show that the tenant did not take reasonable care and attention when vacating the home. I find that the landlord provided detailed testimony and evidence to support the losses claimed. Accordingly, I find the landlord is entitled to compensation for these damages as claimed.

I find that the landlords had provided sufficient evidence to support that the landlord required the services of a Bailiff to remove the tenant. Accordingly, I allow the landlords' monetary claim for the services of the Bailiff.

I find that the landlords' Application has merit and that the landlords are entitled to recover the fee for filing this Application.

The landlords continue to hold the tenant's security deposit. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain tenant's security deposit in satisfaction of the monetary claim.

Conclusion

I issue a Monetary Order in the amount of \$11,443.30 in the landlord's favour under the following terms:

Item	Amount
Repairs to Damage	\$2,243.30
Unpaid Rent for March, April, May, September, October, and November 2020 Rent	7,200.00

Bailiff Costs	2,500.00
Filing Fee	100.00
Less Security Deposit Held	-600.00
Total Monetary Order	\$11,443.30

The landlords are provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: April 07, 2021

Residential Tenancy Branch