



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDCL, FF

### Introduction

On February 22, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for unpaid rent and for a monetary order for money owed or compensation for damage or loss.

This matter was set for hearing by telephone conference call at 1:30 pm on this date. The Landlord’s agent (“the Landlord”) attended the hearing; however, the Tenants did not. The line remained open while the phone system was monitored for twelve minutes and the Tenants did not call into the hearing during this time.

The Landlord provided affirmed testimony that the Tenants were served with the Notice of Dispute Resolution Proceeding by registered mail sent on February 25, 2021 to the forwarding address provided by the Tenants. The Landlord provided a copy of the registered mail receipt.

I find that the Tenants were served with notice of the hearing in accordance with sections 89 and 90 of the Act. The hearing proceeded.

The Landlord was provided with an opportunity to ask questions about the hearing process and was provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss?

### Background and Evidence

The Landlord testified that the tenancy began March 1, 2020 as a one-year fixed term tenancy that could continue thereafter on a month to month basis. Rent in the amount of \$1,495.00 was due to be paid to the Landlord by the first day of each month. The Landlord provided a copy of the tenancy agreement.

The Landlord issued the Tenants a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and applied under the direct request process for an order of possession for the rental unit. The Landlord was granted an order of possession for the unit and served the order on the Tenants who refused to vacate the rental unit.

The Landlord applied to the Courts for a writ of possession and hired a bailiff service who removed the Tenants and their possessions from the rental unit on January 22, 2021.

### Bailiff Costs \$3,000.00

The Landlord is seeking to recover the cost of the bailiff services. The Landlord is seeking \$3,000.00 and provided a copy of a bailiff invoice dated January 25, 2021 in the amount of \$3,000.00.

### Unpaid Rent

The Landlord testified that the Tenants failed to pay all the rent owing under the tenancy agreement for the month of November 2020. The Landlord submitted that the Tenants owe \$200.00 for November 2020 rent.

The Landlord provided a copy of a rent ledger that indicates the Tenants only paid \$1,295.00 towards November 2020 rent.

### Analysis

The party making a claim for compensation against another party bears the burden of proof. Section 7 of the Act provides that if a Landlord or Tenant does not comply with

the Act, the regulations, or their tenancy agreement, the non-complying Landlord or Tenant must compensate the other for damage or loss that results.

The Residential Tenancy Policy Guideline # 16 Claims in Damages states:

*An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.*

*A party seeking compensation should present compelling evidence of the value of the damage or loss in question.*

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows

Bailiff Costs:

I accept the Landlord's evidence that the Landlord needed to hire a bailiff service to remove the Tenants from the rental unit. I find that the Tenants failed to vacate upon being served with an Order of Possession and the Landlord needed to hire a bailiff service to remove the Tenants. I find that the Tenants are responsible to pay the bailiff costs.

I award the Landlord the amount of \$3,000.00.

Loss of Rent \$200.00

I accept the Landlord's evidence that the Tenants failed to pay all the rent owing under the tenancy agreement for the month of November 2020. I find that the Tenants only paid \$1,295.00 for November 2020 and owe a balance of \$200.00.

I award the Landlord the amount of \$200.00.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. The Landlord was successful with the application. I order the Tenants to repay the amount of \$100.00 for the cost of the filing fee.

Monetary Awards

The Landlord has established a monetary claim in the amount of \$3,300.00.

I grant the Landlord a monetary order in the amount of \$3,300.00. The order must be served on the Tenants and may be enforced in the Provincial Court.

Conclusion

The Landlord established the claim for compensation in the amount of \$3,300.00 for bailiff costs and unpaid rent.

The Landlord is also awarded the \$100.00 cost of the filing fee.

The Landlord is granted a monetary order in the amount of \$3,300.00.

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: July 12, 2021

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Residential Tenancy Branch