



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on July 22, 2021. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage or loss under the Act;
- and,
- to recover the cost of the filing fee.

The Landlord attended the hearing and provided affirmed testimony. The Tenant did not attend the hearing. The Landlord stated that she personally deliver the Notice of Dispute Resolution and all evidence to the Tenant on April 1, 2021. I find the Tenant was sufficiently served with these documents the same day she was personally served, on April 1, 2021.

The Landlord was provided 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. 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 damage or loss under the Act?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

During the hearing, the Landlord stated that monthly rent was set at \$1,400.00 and was due on the first of the month. The rental unit consisted of an entire house. The Landlord explained that she had many challenges with the Tenant, and had a previous hearing on January 18, 2021, whereby the Landlord was granted an order of possession against the Tenant. The Landlord explained that she served the Tenant with this order of possession, but the Tenant refused to move out. As such, the Landlord stated she had to hire a bailiff, engage the Court system, and incur some expenses to clean and fix the rental unit after the Tenant was removed.

The Landlord is seeking the following items, as per the monetary order worksheet:

- 1) \$4,514.40 – Bailiff Fees
- 2) \$80.00 – Court Fees – Writ of Possession

The Landlord stated that she had to file an application with the Supreme Court to obtain a Writ of Possession, and she also had to hire a bailiff. The Landlord provided receipts for both these items, and stated that the bailiff came on February 5, 2021, and had to physically remove the Tenant and her belongings.

- 3) \$15.02 – Keys for changing locks
- 5) \$69.35 – New front door lock

Items #3 and #5 on the monetary worksheet are the costs the Landlord incurred to replace the lock on the front door, and to re-key the side door. The Landlord stated that the Tenant put in a keypad lock on the front door when she lived there and never returned it to the regular deadbolt lock. The Landlord stated she had to buy a new deadbolt and re-key the side locks to match the front door, which is the way it was at the start of this tenancy. The Landlord stated that the Tenant didn't leave any of the keys or codes behind so, for security reasons, the locks needed replacing and re-keying. Receipts were provided into evidence.

- 4) \$402.50 – Cleaning Fees

The Landlord explained that when the Tenant left the rental unit, she failed to clean up at all, and left behind many personal items, garbage, debris, and unclean surfaces. The Landlord stated that the Tenant had done no cleaning when the bailiff arrived, and the Tenant never came back to clean up, so the above noted cost and related invoice is for cleaning the unit after the tenant's items were moved by the bailiff.

Analysis

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

Based on all of the above, the testimony and evidence (invoices) and the undisputed testimony provided at the hearing, I find the Landlord has sufficiently demonstrated that the Tenant is responsible for all of the items listed on her worksheet, and as laid out above. I award the Landlord the full amount of her claim. I find the Tenant is liable for these items as she was legally obligated to move out, and by not complying, she caused the Landlord to incur significant costs to have her and her belongings removed. I also find the Tenant is liable for the cleaning and the re-keying of the locks, as she should have returned all keys, and put the original lock back on the door before she left.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was substantially successful with her application, I order the Tenant to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

In summary, I find the Landlord is entitled to a monetary order in the amount of \$5,181.27.

Conclusion

The Landlord is granted a monetary order in the amount of \$5,181.27, as specified above. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: July 22, 2021