



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, MNDCL-S, LRSD, FFL

### Introduction

This hearing was scheduled to convene at 11:00 a.m. on December 14, 2023 concerning an application made by the landlords seeking a monetary order for unpaid rent or utilities; a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement; an order permitting the landlords to keep all or part of the security deposit or pet damage deposit; and to recover the filing fee from the tenants for the cost of the application.

An agent for the landlords attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenants joined the call.

The landlords' agent advised that the tenants were individually served with the Notice of Dispute Resolution Proceeding and all other required documents and evidence by registered mail on November 17, 2023 and have provided a copy of Canada Post cash register receipt containing that date and 2 tracking numbers. I am satisfied that both tenants have been served in accordance with the *Residential Tenancy Act*.

All evidence of the landlords has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

- Have the landlords established a monetary claim as against the tenants for unpaid rent?
- Have the landlords established a monetary claim as against the tenants for money owed or compensation for damage or loss under the *Act*, regulation or

tenancy agreement, and more specifically for Bailiff fees, Supreme Court Writ fees, late rent payment fees?

- Should the landlords be permitted to keep all or part of the security deposit in full or partial satisfaction of the claim?

### Background and Evidence

The landlords' agent testified that this fixed-term tenancy began on September 1, 2023 and was to revert to a month-to-month tenancy after August 31, 2024, however the tenants moved out on November 29, 2023 with the assistance of a Court Bailiff, and the landlords' agent was present. Rent in the amount of \$3,995.00 was payable on the 1<sup>st</sup> day of each month. At the outset of the tenancy the landlords collected a security deposit from the tenants in the amount of \$1,997.50 which is still held in trust by the landlords, and no pet damage deposit was collected. A copy of the tenancy agreement has been provided as evidence for this hearing.

The landlords have provided a copy of a tenant ledger, as well as a Monetary Order Worksheet, setting out the following claims, totaling \$15,019.00:

- \$3,500.00 estimated Bailiff fees;
- \$224.00 for an estimated cost for a lock change;
- \$100.00 for a Residential Tenancy Branch filing fee from a previous hearing;
- \$160.00 for Supreme Court Writ fees;
- \$50.00 for late payment fees; and
- \$10,985.00 for unpaid rent from September to present.

The landlords have also provided a copy of a Decision of the director dated October 13, 2023 following a Direct Request application, granting an order of possession in favour of the landlords effective on 2 days notice to the tenants and a monetary order in the amount of \$3,095.00 for rent owed for September, 2023.

The tenants left furniture and other belongings behind and did not clean the rental unit.

The landlords do not have a receipt for the Bailiff fees, although the landlords have attempted to obtain one. The landlords have provided a copy of an email string asking for a quote, wherein the Court Bailiff asks for a deposit of \$3,500.00. The landlords have provided receipts for the Supreme Court Writ fees.

The tenancy agreement provides for a fee of \$25.00 for late payment of rent, and the landlords claim \$50.00.

No receipt has been provided for a lock change, however it took 1 hour, and the landlords applied before the tenants moved out. An email string has also been provided with respect to door locks changing, which estimates \$100.00 for parts, 2 hours of labour at \$50.00 per hour, plus tax, for a grand total of \$224.00.

The tenants only paid \$1,000.00 for rent in September, 2023, and the landlords claim the balance of rent owed for that month as well as rent for October and November, 2023.

The rental unit has been advertised for almost 2 weeks as of the date of this hearing, but has not yet re-rented.

### Analysis

Firstly, I have reviewed the tenancy agreement and the tenant ledger, and I accept the undisputed testimony of the landlords' agent that the tenants paid \$1,000.00 toward rent for September, 2023 and were removed by a Court Bailiff on November 29, 2023. Therefore, I find that the landlords have established a claim for unpaid rent in the amount of **\$10,985.00** ( $\$3,995.00 \times 3 = \$11,985.00 - \$1,000.00 = \$10,985.00$ ).

I also accept that the Court Bailiff required **\$3,500.00** to complete the removal, and **\$160.00** for the Supreme Court Writ fees.

With respect to lock changing, the landlords' agent testified that the lock change took 1 hour, and the estimate is for 2 hours. Therefore, I find that the landlords have established a monetary claim as against the tenants in the amount of **\$50.00**. I am not satisfied that the landlords have established the entire estimate for parts or taxes.

I have also reviewed the Decision of the director dated October 23, 2023, which gives the landlords a monetary order that includes recovery of that \$100.00 filing fee. The landlords may not claim that filing fee twice.

I have also reviewed the tenancy agreement, which clearly indicates that rent is due in advance on the 1<sup>st</sup> day of each month, and an administrative fee of \$25.00 per occurrence will be charged for late payments. I accept the landlords' claim of **\$50.00** for late fees.

Since the landlords have been partially successful with the application the landlords are also entitled to recover the **\$100.00** filing fee for this application from the tenants.

Having found that the landlords have established a monetary claim of \$14,845.00 (\$10,985.00 + \$3,500.00 + \$160.00 + \$50.00 + \$50.00 + \$100.00 = \$14,845.00), I order the landlords to keep the \$1,997.50 security deposit in partial satisfaction, and I grant a monetary order in favour of the landlords as against the tenants for the difference of **\$12,847.50**. The tenants must be served with the order, which may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court.

### Conclusion

For the reasons set out above, I hereby order the landlords to keep the \$1,997.50 security deposit and I grant a monetary order in favour of the landlords as against the tenants pursuant to Section 67 of the Residential Tenancy Act in the amount of **\$12,847.50**.

This order is final and binding and may be enforced.

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: December 21, 2023

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Residential Tenancy Branch