
1 Pre-Filing Considerations

The burden of proof falls on the applicant/landlord and as such, any claims made must have sufficient evidence to substantiate the claim. Failure to provide sufficient evidence can greatly impact the success of your claim.

If you are uncertain as to the validity of your claim, please contact our office for assistance.

2 Claim Process

1. Complete the attached Obtain RTDRS Order instructions and submit the same to our office along with all applicable evidence. Files may be submitted by fax, email, courier or personal delivery.
2. Once received, our office will confirm receipt of your file and a dedicated Account Specialist will contact you with respect to any clarification or further information they may need.
3. Once we have all necessary information, the claim will be prepared and filed with the Residential Tenancy Dispute Resolution Service (RTDRS). Our office will then provide you with written notification of the hearing date and any other important information pertaining to the upcoming hearing. Please note that you are not required to attend this hearing, unless otherwise stated by the Account Specialist.
4. One of our professional process servers will then serve the claim upon the tenant(s) and an affidavit of service will be prepared and filed with the RTDRS.
5. Prior to the hearing, our office will contact you to request an update with respect to any payments made or if the tenant has vacated. It is important that you notify the Account Specialist handling your file, of any/all changes that may have occurred since filing of the claim.
6. On the hearing date, Consolidated Civil Enforcement's representative will attend RTDRS on your behalf and present your claim. Once the hearing is complete a court order will be granted and you will be provided a copy of the order along with a detailed explanation of the court's decision.
7. Our office will file the court order with Court of Queen's Bench, serve it on the tenant(s) and file an affidavit of service at Court of Queen's Bench. Copies of all filed documents will then be provided to you for your records.
8. You will then be contacted by our office to confirm if the tenant(s) adhered to the terms and requirements of the court order.
 - a) Conditional orders will generally outline a court ordered payment plan to which the tenant(s) must adhere. If the tenant(s) follow through and pay as required in the order, the tenancy will continue. Should the tenant(s) default on a required payment, the tenancy would terminate and our office will then serve a notice of default detailing a specific date and time the tenant(s) must vacate by.
 - i. If the tenant(s) do not vacate on the specified date and time, our office will provide you with instructions on how to instruct one of our Civil Enforcement Bailiffs to remove your tenant(s).
 - b) Unconditional orders will simply outline a specific date and time the tenant(s) must vacate by.
 - ii. If the tenant(s) do not vacate on the specified date and time, our office will provide you with instructions on how to instruct one of our Civil Enforcement Bailiffs to remove your tenant(s).

3 Time Frames

The RTDRS grants hearing dates on a "first come -first served" basis. These time frames do vary depending on the type of claims being submitted and the current hearing docket at RTDRS.

If the tenant(s) produces documentation or information of which we are unaware, it could result in an adjournment of your matter and a delay in court proceedings.

4 Retainer

We require a sufficient retainer to cover anticipated costs and disbursements that relate to this matter. We will be able to confirm the retainer amount for your specific file that can be paid by VISA or MasterCard. A credit card authorization form is attached to this package for completion.



Edmonton – 4482 – 97 Street Edmonton, AB T6E 5R9
Calgary – 300 801 Manning Road NE, Calgary, AB T2E 7M8
Email: calgary@ccebailiff.ca or edmonton@ccebailiff.ca

Phone: 780 448-5833 Fax: 780 448-0698
Phone: 403 262-8813 Fax: 403 262-8801
Website: www.ccebailiff.ca

Tenant Names: _____ Phone: _____
Rental Address: _____ City: _____ Postal Code: _____
Tenant Email Address: _____
Property Type: ☐ Apartment ☐ House ☐ Townhouse ☐ Main Floor ☐ Basement
Date Tenancy Began: _____ Date Tenancy Expires: _____
Monthly Rent: _____ Deposit Paid: _____ Type of Tenancy: ☐ Fixed Term ☐ Month to Month
Landlord Name: _____ (The landlord listed here will be the landlord noted on all court documents)

Minors in Premises? ☐ Yes ☐ No
Non-Tenant Occupants? ☐ Yes ☐ No
Tenant Mobility Concerns? ☐ Yes ☐ No
Pets in Premises? ☐ Yes ☐ No

Access for Process Server

To serve documents we must be able to approach the main entry door of the rental premises. Please provide access details if this is a unit in an apartment

Contact for access: _____
Building Code: _____

TENANT BREACHES / DEFAULTS

List all current substantial breaches of the Residential Tenancies Act and/or contractual defaults of your agreement

<input type="checkbox"/>	Failure to pay rent when due
<input type="checkbox"/>	Interfering with the rights of the landlord or other tenants
<input type="checkbox"/>	Performing Illegal acts in the premises
<input type="checkbox"/>	Endangering persons on the premises
<input type="checkbox"/>	Doing or permitting significant damage
<input type="checkbox"/>	Failing to maintain the premises in reasonably clean condition
<input type="checkbox"/>	Failing to vacate upon termination/expiration

REQUIRED EVIDENCE TO SUBSTANTIATE CLAIM (ATTACHMENTS)

Please note that the burden of proof falls on the Applicant and as such, any claims made must have sufficient evidence to substantiate the claim. Failure to provide sufficient evidence can greatly impact the court ruling. If the tenant produces documentation or information we are not aware of it could result in an adjournment of your matter and a delay in court proceedings.

<input type="checkbox"/>	Lease Agreement - Please provide all leases/renewals/extensions/new notice to landlord/rental increase notices/pet agreement/parking agreement etc.
<input type="checkbox"/>	Statement of Account/Ledger - Please provide evidence of any/all charges noted on ledger including utilities/repair bills/ locksmith invoices/parking etc.
<input type="checkbox"/>	Eviction Notice/Notice to Pay - Please provide any/all eviction notices, default notices, notice to vacate etc.
<input type="checkbox"/>	Evidence of Damages - Please provide photos of damages, move- in inspection/interim inspections and invoices for repairs etc.
<input type="checkbox"/>	Evidence of Interference - Please provide police reports/witness statements/complaints/warning notices etc.
<input type="checkbox"/>	Evidence of Failure to Maintain in Clean Condition - Please provide move-in report and photos/current photos of condition/warning notices etc.
<input type="checkbox"/>	Evidence of Illegal Acts - Please provide police reports/witness statements/complaints/warning notices/section of the Criminal Code of Canada
<input type="checkbox"/>	Communication Between Landlord and Tenant - Please provide any relevant communication regarding breaches etc.

Indemnity

The undersigned confirms that enforcement instructions given to Consolidated are lawful and factually accurate and hereby indemnifies on a solicitor and his own client basis Consolidated, and its directors, shareholders, employees, and agents in respect of its fees, charges and disbursements and in respect of any suit, liability, or claim for damages that might be incurred by it in respect of any function carried out on the enforcement instructions. However, this indemnity shall not extend to any liability arising from the negligence or willful misconduct of Consolidated. This indemnity shall remain in force with respect to all services requested from time to time. In the event of litigation to which this indemnity applies, the undersigned agrees to fund, during the course of such litigation, the legal defense costs of Consolidated and its directors, shareholders, employees, and agents. The undersigned further agrees to provide additional indemnities, bonds or assurances as required by Consolidated from time to time.

Instructing Party: _____
Address: _____
Phone: _____ Fax: _____ Email: _____

Signature (Required)

Name (please print)

MasterCard/Visa Authorization Form

Today's Date	
Card Type:	<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard
Retainer Amount:	
Cardholder Name:	
Card Number:	
Expiry Date:	
Additional charges incurred	By signing below I hereby authorize Consolidated Civil Enforcement Inc. to charge the above noted credit card for invoices incurred on this file. I agree to pay these charges and understand that Consolidated Civil Enforcement Inc. will forward me copies of the same marked as paid by credit card.
Card Holder Signature:	

ATTACH PHOTOCOPY OF FRONT AND BACK OF CREDIT CARD

For CCE Office Use Only

CCE File Number: _____ Authorization Date: _____

Authorization Number: _____ Authorizing RM: _____

CCE Invoice Payment

Invoice #: _____ Invoice Amount: _____ Authorization Date: _____

Invoice #: _____ Invoice Amount: _____ Authorization Date: _____

Consolidated Civil Enforcement Inc.

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 Toll Free Phone: (888) 262-2626 * Toll Free Fax: (888) 262-8803