

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This is an application by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of the security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The Landlord attended by conference call and gave undisputed affirmed testimony.
The Tenant did not attend.

The Landlord states that the selection on the dispute application for a monetary order for unpaid rent was done in error and is not being sought by the Landlord.

Issues(s) to be Decided

Is the Landlord entitled to a monetary order?

Background and Evidence

No signed tenancy agreement has been filed. The Landlord has provided a document specifying that a deposit of \$100.00 for rent was made on January 14, 1999. This document also shows that the security deposit was paid in instalments from January 1999 to full payment of \$250.00 for the security deposit on August 1, 1999. The Landlord is claiming costs of \$88.01 for locks for the main entrance of the rental unit and a padlock for a door on the garage. The Landlord has submitted an invoice from a locksmith for the entrance door to the rental unit and a receipt for \$4.47 from a hardware store. The Landlord states that permission was not given to the Tenant to change the locks and he is not aware of any order from a Dispute Resolution Officer. The Landlord is seeking costs for ½ of the BC Hydro bill submitted by the Landlord for \$95.34. The Landlord states that the practice was for each of the two rental units was

to share and pay ½ of the BC Hydro bill each. The Landlord is seeking costs for the removal and disposal of garbage from the rental unit for \$200.00 as indicated in the contractors invoice as submitted in the Landlord's photographs of the rental unit. The Landlord has provided a statement from a third party witness confirming the state of the rental unit as that shown in the photographs. The Landlord is seeking \$27.40 for the cost of the photolab in the developing of photographs for this dispute. The Landlord is also seeking the costs for cleaning supplies for \$8.87, which the Landlord undertook to clean taking approximately 10 hours over 4 days. The Landlord has not submitted an amount for the labour, but is leaving that determination to the DRO.

Analysis

Based upon the undisputed affirmed testimony of the Landlord, I find that the Tenant was properly served by registered mail on August 21, 2010 with the hearing documents. I also note that the Tenant did file 5 evidence packages from September 1, 2010 until November 30, 2010. Although the Tenant did not attend for the hearing, upon review of the Tenant's evidence packages, I have found no evidence to dispute the Landlord's claims. Section 31 (2) A tenant must not change locks or other means that give access to the common areas of residential property unless the landlord consents to the change. Subsection (3) A tenant must not change a lock or other means that give access to his or her rental unit unless the landlord agrees in writing to, or the director has ordered, the change. I am satisfied that the Landlord has established the costs for all of his claims, except the cost of the photo lab of \$27.40. Costs associated to the litigation of a dispute are not recoverable. The Landlord's claims of \$396.69 is made out. The Landlord has indicated that labour cost for 10 hours of cleaning were performed, but with no amount set. The Landlord's monetary claim is limited to \$424.09 as set out in his application for dispute resolution. I award the maximum allowable of \$27.40 for the clean-up labour. Based upon the above facts I find that the Landlord has established a total claim of \$424.09. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$250.00 security deposit and the \$24.54 in interest which has accrued to the date of this judgement in partial satisfaction of the claim and I grant the

Landlord an order under section 67 for the balance due of \$199.55. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$199.55.

The Landlord may retain the security deposit and the accrued interest.

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 01, 2010.

Dispute Resolution Officer