



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR; MND; FF

Introduction

This is the Landlord's application for a Monetary Order for unpaid rent and the cost of replacing lost keys; and to recover the cost of the filing fee from the Tenant.

Both parties gave affirmed testimony at the Hearing.

It was established that the Landlord served the Tenant with the Notice of Hearing documents by registered mail sent on January 27, 2011.

Issues to be Decided

- Is the Landlord entitled to a monetary award for the cost of replacing the Tenant's keys?

Background and Evidence

The Tenant lost his keys to his suite and to the main front door of the rental property in May, 2010. The Tenant advised the Landlord on May 16, 2010. On May 17, 2010, the Landlord replaced the Tenant's keys, gave the new keys to the Tenant, and advised the Tenant that he would be charged for the cost of doing so. The Landlord testified that the cost was \$45.00 for the key to the Tenant's suite and \$75.00 for the key to the entrance door to the rental property.

The Tenant told the Landlord that he was still owed for the cost of a flea treatment, in the amount of \$131.25, that the Tenant had paid to be done on June 15, 2008, and therefore the Landlord owed him \$11.36. The Tenant categorized this treatment as an emergency repair and stated that he was entitled to deduct that amount from rent owed

to the Landlord. The Landlord's agent stated that the Landlord performs regular treatments against fleas in the rental property and that the Tenant was not authorized to hire his own company to do so.

The Landlord's agent stated that the Tenant did not advise the Landlord about this expense until after the Landlord provided the Tenant with notification of the cost of replacing his keys. The Tenant stated that he provided the Landlord with a copy of the invoice from the pest control company after he received it and that he could not be responsible for the Landlord's lack of good bookkeeping practices.

Analysis

Section 7(1)(b) of the Residential Tenancy Regulation provides that a landlord may charge a tenant for the cost of additional keys requested by the Tenant. The Landlord provided a copy of the invoice with respect to the charges for the replacement keys. I do not find the cost to be excessive.

The Tenant submits that the Landlord actually owes him money after deducting the cost of the keys from the cost of the flea treatment. I do not accept this argument for the following reasons:

1. Flea treatments are not considered to be "emergency repairs" under Section 33(1) of the Act;
2. The Tenant did not provide sufficient evidence that he complied with Section 33(3)(a), (b), or (c) of the Act;
3. Approximately 16 months passed between the time the flea treatment took place and the time the Tenant lost his keys. There was no evidence that the Tenant attempted to recover that cost from the Landlord during that period of time.

Therefore, I allow the Landlord's application for recovery of the cost of replacing the Tenant's keys in the amount of \$120.00.

The Landlord has been successful in its application and is entitled to recover the cost of the filing fee from the Tenant.

Conclusion

I hereby provide the Landlord a Monetary Order in the amount of \$170.00 for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and 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: June 10, 2011.

Residential Tenancy Branch