



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to replace locks, for move in fees, for long distance phone calls and the filing fee. The landlord filed proof of having served the tenant with a notice of hearing by registered mail. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for all or part of her claim?

Background and Evidence

The landlord testified that the tenancy started on May 15, 2010, 2010 for a fixed term of one year. The tenant moved out on May 15, 2011. The rental unit is an apartment located in a building complex. The landlord lives overseas.

The landlord stated that at the time of the move in, the strata charged her a fee of \$100.00. The tenant agreed to pay it and requested the landlord to retain it from the security deposit. The landlord forgot to make this deduction and returned the security deposit to the tenant in full.

The landlord testified that the tenant failed to return the keys to the common areas and to the mailbox. The landlord made arrangements by long distance phone calls and has filed receipts and evidence to support her claim for the replacement of the locks and the cost of the phone calls.

The landlord is claiming the following:

1.	Replace common area keys	\$20.00
2.	Replace mailbox keys	\$100.80
3.	Move in fees	\$100.00
4.	Long distance calls	\$34.32
5.	Filing fee	\$50.00
	Total	\$305.12

Analysis

Based on the sworn undisputed testimony of the landlord, I accept the landlord's evidence in respect of the claim. The landlord filed receipts to support her claims to replace the keys and for the move in fees and therefore I find that the landlord is entitled to her claim.

The landlord chooses to operate her business from a remote location and therefore must bear the cost of the long distance phone calls, which is the cost of doing business. Accordingly the landlord's claim for 34.32 is dismissed.

The landlord has established most of her claim and is therefore entitled to the recovery of the filing fee.

Overall the landlord has established a claim as follows:

1.	Replace common area keys	\$20.00
2.	Replace mailbox keys	\$100.80
3.	Move in fees	\$100.00
4.	Long distance calls	\$0.00
5.	Filing fee	\$50.00
	Total	\$270.80

Based on the documentary and oral evidence of the landlord and in the absence of any contradictory evidence, I find that the landlord is entitled to \$270.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$270.80**.

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: October 04, 2011.

Residential Tenancy Branch