



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD and FF

### Introduction

By application of August 9, 2011, the landlord seeks a Monetary Order for unpaid rent, the cost of changing the lock to the rental unit, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off.

Despite having been served with the Notice of Hearing sent by registered mail on August 9, 2011, the tenants did not call in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

### Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a Monetary Order for the claims submitted and authorization to retain the security deposit in set off.

### Background and Evidence

The tenancy in dispute began on May 1, 2010 and ended on July 31, 2011. Rent was \$1,275 per month and the landlord holds a security deposit of \$637.50 paid on April 27, 2010.

During the hearing, the landlord gave evidence that the tenants had not paid the rent for July 2011, the last month of the tenancy, but that they had made a partial payment of \$200 on August 26, 2011

The landlord also submitted a claim for replacement of the entry lock to the rental unit on the grounds that the tenants returned only one of two sets a day late.

She stated that, by the time the tenant arrived with the set of keys on August 1, 2011, she had already had to call the locksmith to change the locks for the incoming tenants. The charge was \$250, higher than usual because of the statutory holiday.

The landlord withdrew a claim for changing the lock on the rental buildings' entrance.

### Analysis

Section 26 of the *Act* requires that tenants must pay rent when it is due. Section 67 of the *Act* empowers the director's delegate to determine an amount owing to one party by another for non-compliance with the legislation or rental agreement and to order payment. In the absence of any evidence to the contrary, I accept the testimony of the landlord that the tenants' did not pay the rent for July and award that amount to the landlord less the \$200 payment made on August 26, 2011.

As to the cost of replacing the lock, I accept the evidence of the landlord that the change was necessitated by the tenants' late return of only one set of keys. However, as the landlord has not submitted a receipt for this claim, I reduce this award to a nominal amount of \$75.

As the application has succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenants and that the landlord may retain the security deposit in set off against the balance owed, calculated as follows:

July 2011 rent	\$1,275.00
Filing fee	50.00
Less payment made on August 26, 2011	- 200.00
Sub total	\$1,200.00
Less security deposit (no interest due)	- 637.50
<b>TOTAL</b>	<b>\$ 562.50</b>

### Conclusion

In addition to authorization to retain the security deposit in set off, the landlord's copy of this decision is accompanied by a Monetary Order for **\$562.50**, enforceable through the Provincial Court of British Columbia, for service on the tenants.

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: November 10, 2011.

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Residential Tenancy Branch