



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD and FF

Introduction

This application was convened on the landlord's application seeking a monetary award for unpaid rent, re-keying of locks, recovery of the filing fee for this proceeding and authorization to retain the tenants' security deposit in set off against the balance owed.

As a matter of note, this tenancy was the subject of a hearing on May 2, 2012 on the tenants application to set aside a Notice to End Tenancy, return of rent over payments, non-complaint payment of utilities, and a rent reduction.

In her decision of May 10, 2012, the Dispute Resolution Officer noted that the tenancy had ended, dismissed with leave a claim for return of the security deposit as premature and issued the tenants with a Monetary Order for \$750.

Both tenants attended at the beginning of the hearing, but the male tenant excused himself to return to work when the female tenant signed in.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for the unpaid rent, lock re-keying and filing fee and authorization to retain the security deposit in set off? What is the present balance of accounts?

Background and Evidence

This tenancy began on November 26, 2011. Rent was \$1,350 per month as determined at the previous hearing and the landlord holds a security deposit of \$675. The tenancy ended on April 30, 2012.

During the hearing, the parties concurred that:

- The tenants have not paid the rent owed for April 2012 due to uncertainty as to the amount that would be owed pending the outcome of the present proceeding.
- The landlord has not satisfied the \$750 Monetary Order granted to the tenants in the previous hearing for the same reason.

The landlord has also submitted an additional claim of \$104.72 supported by a locksmith's invoice dated May 3, 2012 for re-keying of locks on the grounds that the tenants did not return the keys at the end of the tenancy.

The tenant stated that she returned the keys by registered mail on May 18, 2012, but that the locks had already been changed when the male tenant had intended to return them when attending the rental unit to participate in the move-out condition inspection report which was signed on May 9, 2012.

The landlord submitted a further claim for \$50 for replacement of a remote door opener but did not provide a receipt. The tenant stated that the remote had been left on the counter when the tenants vacated.

Analysis

On the landlord's claims, I find as follows:

Rent for April 2012 - \$1,350. The landlord repeated his claim from the previous hearing that rent was \$1,400 but was advised that I cannot reconsider a finding from a previous hearing. Otherwise the parties agree that April rent was not paid and I find that it is owed and this claim is allowed in full.

Re-keying of locks - \$104.72. I find that it was the responsibility of the tenants to ensure that the keys were returned to the landlord on April 30, 2012 and that they are responsible the consequent costs of not having done so. The claim is allowed in full.

Replacement of remote control - \$50. In the absence of a receipt, and in view of the tenant's adamant statement that the remote was left on the counter in the rental unit, I must find that the landlord has not met the burden of proof required to warrant an award on this claim. Therefore, it is dismissed.

Filing fee - \$50. As the application has substantially succeeded on its merits, I find that the landlord is entitled to recover the filing fee for this proceeding from the tenants.

Security deposit – (\$675). As authorized under section 72 of the *Act*, I hereby order that the landlord shall retain the security deposit in set off against the balance owed.

As to the present hearing alone, I find that the tenants owe to the landlord an amount calculated as follows:

Rent for April 2012	\$1,350.00
Filing fee	50.00
Sub total	\$1,504.72
Less retained security deposit	- 675.00
TOTAL	\$ 829.72

Therefore, the landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$829.72, for service on the tenants.

When the previously award monetary award is set off against the present award, both may be satisfied by a single payment from the tenants to the landlord calculated as follows:

Present Monetary Order granted to landlord	\$829.72
TOTAL difference in awards now owed by tenants	\$ 79.72

Conclusion

In addition to authorization to retain the security deposit in set off, the landlord is granted a Monetary Order for \$829.72, an amount greater by \$79.72 than the Monetary Order held by 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: July 11, 2012.

Residential Tenancy Branch