



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This matter dealt with an application by the Landlord for a Monetary Order for compensation for loss or damage under the Act, regulations or tenancy agreement and to recover the filing fee for this proceeding.

The Landlord's Agent said she served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on December 11, 2013. Based on the evidence of the Landlord's Agent, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Are there losses or damages to the Landlord and is the Landlord entitled to compensation?

### Background and Evidence

This tenancy started on January 1, 2011 as a fixed term tenancy for 6 months and then continued on a month to month basis. Rent was \$1,100.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$550.00 on December 1, 2010. The Landlord and Tenant said the tenancy ended on November 30, 2013. The Landlord said a move in and move out condition reports were done and \$251.00 of the Tenants' security deposit was returned on December 9, 2013.

The Landlord said when the Tenant moved out it was discovered that the Tenant did not return all the fobs and keys and that two garage remotes were missing. The Landlord said they contacted the Tenant on December 3, 2013 about the remotes and the Tenant said she would not agree to pay for them. The Tenant said their truck was stolen and the remote was not found and a second break in to their other vehicle resulted in the second remote being stolen. The Tenant said she does not feel it is their responsibility to replace the remotes as the parking area was not secure.

The Landlord continued to say the Tenant did agree on the Security Deposit Statement on the move out report to pay for the keys and fobs in the amount of \$60.00. As well on the report it says that the Tenant agrees to a \$170.00 deduction for the garage remotes. The Landlord said she changed the report after it was signed to include these estimated amount to replace the garage remotes. The Tenant said she did not agree to what was on the report and the Landlord changed it after it was signed. The Tenant said she does not agree with the Landlord's methods. The Landlord agreed changing the report after it was signed was wrong.

The Landlord continued to say they have purchased one replacement garage remote at a cost of \$141.75. The Landlord requested that they receive the cost of 2 remotes in the amount of \$283.50 and the \$60.00 that the Tenant has agreed to for a total of \$343.50.

The Landlord also requested to recover the filing fee of \$50.00 for this proceeding.

The Tenant said they agreed to the \$60.00 for lost keys and fobs, but they did not agree to replace the garage remotes. The Tenant said they do not feel responsible for the remotes as the rental complex was managed poorly and the parking area was not secure, which is the reason the remotes were stolen.

### Analysis

For a monetary claim for damage of loss to be successful an applicant must prove a loss actually exists, prove the loss happened solely because of the actions of the respondent in violation to the Act, the applicant must verify the loss with receipts and the applicant must show how they mitigated or minimized the loss.

The Landlord's agent proved a loss existed and she verified the losses by providing receipts for one remote in the amount of \$141.75. As well the Tenant said the remotes were stolen from their vehicles although the Tenant believes the theft of the truck and the remote is partially the responsibility of the Landlord because the lack of security at the rental complex. Further although I find it wrong that the Landlord changed a signed document without the Tenants' knowledge; I still find the Tenant had possession of the garage remotes and therefore it is their responsibility to return or replace them. As the Landlord has only proven a loss for one remote I award the Landlord \$141.75 as compensation for the remotes.

Further I award the \$60.00 for lost keys and fobs as both parties agreed to this on the move out report.

As the Landlord has only been partially successful in this matter, the Landlord is ordered to bear the costs for this application of \$50.00 that she has already paid. I order the Landlord pursuant to s. 38 of the Act to keep \$201.75 of the balance of the Tenant's security deposit of \$299.00 as compensation for the Landlord's lost. The balance of the Landlord's claim is dismissed without leave to reapply.

I also order the Landlord to return \$97.25 of the retained security deposit to the Tenants forth with.

#### Conclusion

The Landlord is ordered to retain \$201.75 of the Tenants' security deposit.

The Landlord is ordered to return \$97.25 of the Tenants' security deposit forth with.

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: April 07, 2014

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Residential Tenancy Branch

