



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67; and
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The tenant did not attend this hearing, although I waited until 0948 in order to enable the tenant to connect with this teleconference hearing scheduled for 0930. The landlords attended the hearing and were given a full opportunity to be heard, to present sworn testimony, and to make submissions.

The landlord GB testified that he served the tenant with the dispute resolution package, which included the landlords' evidence, on 2 July 2014 by registered mail. The landlords provided me with a Canada Post customer receipt that showed the same.

The tenant did not provide a forwarding address to the landlords. The landlord LC testified that, before the tenant had vacated the unit, LC had spoken to a prospective landlord who sought a reference for the tenant. Subsequently, this prospective landlord chose to rent to the tenant. LC was able to determine based on the tenant's social media posting and a phone call to the tenant's new landlord that the tenant was living at the address to which the landlords served the dispute resolution package. The Canada Post tracking for this registered mailing indicates that the tenant refused service of the documents.

Pursuant to section 89 of the Act, sending a copy by registered mail to the address at which the tenant resides is an acceptable method of service. I find that the tenant resides in the home of the new landlord and at the address which she was served. On the basis of this evidence, I am satisfied that the tenant was properly served with notice of this application pursuant to sections 89 and 90 of the Act.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Background and Evidence

While I have turned my mind to all the documentary evidence, including miscellaneous letters and email messages, and the testimony of the landlords, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the landlords' claim and my findings around each are set out below.

The tenancy began 1 October 2013. Monthly rent of \$675.00 was payable on the first. The landlords continue to hold the tenant's security deposit of \$335.00, which she paid at the beginning of the tenancy.

The landlords and tenant completed a condition inspection report on 4 October 2014. The move in condition inspection report indicates that the tenant was provided with a Canada Post key for the mailbox. Nothing else about the condition inspection report is remarkable.

On 23 May 2014, the tenant provided written notice to the landlords that she would be vacating the rental unit by 30 June 2014. The landlords provided me with a copy of email correspondence wherein the tenant indicates that she will be vacating the rental unit by 31 May 2014.

The landlords provided sworn and uncontested evidence that the tenant frustrated the landlords' attempts to rent the unit by refusing access to the rental unit for the purposes of showing it to prospective tenants. The landlords complied with the Act and provided the tenant with more than 24-hour notice of their intention to show the rental unit. The landlord GB testified that the tenant stated that she would tell prospective tenants that the landlords were "psychopaths".

The landlord LC testified that, on 26 May 2014 and in response to a sent email, the landlords received a message from the tenant's email account stating that their contact

had been blocked by the recipient and that the tenant's email account would no longer accept emails from the landlords.

On 30 May 2014, the landlord LC observed the tenant moving her possessions from the rental unit. LC approached the tenant to inquire about her move. LC testified that the tenant became aggressive and that LC thought it was safer to leave rather than continue the conversation.

The landlord LC testified that she attempted to call the tenant and left numerous messages that went unreturned.

On 1 June 2014, the tenant sent the landlords an email money transfer in the amount of \$237.50. The sender's message in the transfer indicates that the tenant proposed the balance of the rent be taken from the \$337.50 damage deposit and a \$100.00 pet deposit. The landlords provided sworn testimony that the security deposit collected was \$335.00 and that no pet deposit was collected. The tenancy agreement signed by all parties supports the landlords' position. The landlord GB testified that they refused the partial email transfer payment because they did not want to accept the terms included in the tenant's message. The landlords provided an email notification that indicates the transfer was not completed.

The landlords provided sworn and uncontested testimony that the tenant did not return keys to either the suite or the Canada Post mailbox at the end of her tenancy. The landlords testified that they incurred the expense of rekeying both of these locks.

The landlords testified that the tenant left the suite dirty and that the tenant left personal belongings in the suite that had little value.

The landlords claim damages and losses as follows:

Item	Amount
Unpaid June Rent	\$675.00
Cleaning Fee	100.00
Rekeying the suite	17.62
Rekeying mailbox	30.45
Garbage disposal	3.00
Total Monetary Order Sought	\$826.07

Analysis

On the basis of the landlords' sworn and uncontested testimony, I find that the tenant was liable for June's rent and that the tenant failed to pay rent for June. I find that because of the tenant's behaviour the landlords were unable to rent the rental unit for June.

On the basis of the landlords' sworn and uncontested testimony and the completed move in inspection report, I find that the landlords incurred costs associated with cleaning the unit. I find that the landlords are entitled to their costs of \$103.00 in relation to cleaning the unit.

The landlords have claimed for the costs of rekeying both the suite and the Canada Post mailbox. I accept the landlords' sworn and uncontested testimony that they did not receive either of the keys back and that they incurred the costs of rekeying these locks.

Section 25 of the Act places the responsibility for changing the locks at the beginning of a new tenancy on the landlord. Thus, the landlords' claim for the cost associated with rekeying the suite is denied. Section 25 of the Act is silent as to the costs associated with rekeying a mailbox. As such, I conclude there is no prohibition on this aspect of the landlords' claim. I allow the landlords' claim for costs associated with rekeying the mailbox.

The landlords applied to keep the tenant's security deposit. I allow the landlords to retain the security deposit in partial satisfaction of the monetary award. No interest is payable over this period.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$473.45 under the following terms:

Item	Amount
Unpaid June Rent	\$675.00
Cleaning Fee	100.00
Rekeying mailbox	30.45
Garbage disposal	3.00
Less security deposit amount	-335.00
Total Monetary Order	\$473.45

The landlords are provided with these orders in the above terms and the tenant must be served with this order as soon as possible. Should the tenant fail to comply with these orders, these orders may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: November 17, 2014

Residential Tenancy Branch