



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 557636 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing him to retain the security deposit. At the hearing, the landlord testified that he hired a process server to personally serve the tenants and that service was effected on August 1. I found that the tenants had notice of the claim against them and the hearing proceeded in their absence.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began in May 2013 at which time a \$594.00 security deposit was paid. Rent was set at \$1,188.00 per month. The tenants failed to pay \$326.00 of their rent in the month of April 2014 and their rent cheque for the month of June 2014 was returned by the bank for insufficient funds. The landlord seeks to recover the rental arrears as well as \$30.00 NSF fees for each of those months.

The landlord testified that the tenants left behind a significant amount of furniture and garbage in the rental unit and in the yard and provided evidence that he paid \$280.00 to have the items removed. He further testified that the tenants did not return the keys to the rental unit and provided evidence that he spent \$140.39 to have the locks rekeyed. The landlord seeks to recover these costs.

The landlord seeks to recover the cost of wages and gas spent to get the landlord's agent from the city in which the landlord's office is located to the rental unit which is located more than 100 kilometres away.

The landlord also seeks to recover the \$50.00 filing fee paid to bring his application.

Analysis

I accept the landlord's undisputed testimony and I find that the tenants failed to pay \$326.00 of their rent in April 2014 and paid no rent whatsoever in June 2014. I find that the landlord is entitled to recover those arrears and I award him \$1,514.00.

The landlord seeks to recover NSF fees for April and June but acknowledged that the tenants' April cheque was not returned NSF and did not provide a copy of the tenancy agreement showing that he is entitled to that fee, nor did he provide a copy of a bank statement showing that he was charged an NSF fee by his bank for the June rent cheque which was returned. I find that the landlord has not proven entitlement to this fee and I dismiss the claim.

I find that the tenants failed to return the keys to the rental unit resulting in the landlord having to rekey the locks and that they left items and garbage behind which the landlord paid to have removed. I find that the tenants breached their obligation under the Act to return the keys and leave the residential property in a reasonably clean condition and I find that the landlord is entitled to recover these costs. I award the landlord \$140.39 as the cost of rekeying the locks and \$280.00 as the cost of removing abandoned items.

The landlord chose to operate a business in a different city from that in which the office is located. The cost of travel between those cities should not be visited on the tenants. Rather, the landlord should build travel costs into the rent should he wish the tenants to bear that burden. I therefore dismiss the landlord's claim for travel time and staff time.

As the landlord has been substantially successful in his claim, I find he should recover the filing fee and I award him \$50.00.

Conclusion

The landlord has been awarded a total of \$1,984.39 which represents \$1,514.00 in arrears, \$140.39 for rekeying locks, \$280.00 for garbage removal and \$50.00 for the filing fee. I order the landlord to retain the \$594.00 security deposit in partial satisfaction of the claim and I grant him a monetary order under section 67 for the balance of \$1,390.39. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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: January 14, 2015

Residential Tenancy Branch

