



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord.

The landlord provided documentary evidence to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on February 10, 2015 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5<sup>th</sup> day after they have been mailed.

Based on the evidence of the landlord, I find that the tenant has been sufficiently served with the documents pursuant to the *Act*.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 67, and 72 of the *Act*.

### Background and Evidence

The landlord testified the tenancy began as a 1 year fixed term tenancy on December 21, 2013 for a monthly rent of \$1,425.00 due on the 1<sup>st</sup> of each month with a security deposit of \$712.50 paid. The tenancy ended on January 31, 2015 and the landlord returned \$485.50 of the security deposit to the tenant on February 10, 2015.

The landlord submitted into evidence a Monetary Order Worksheet that identified she was claiming compensation for hydro (\$20.58); cleaning (\$77.70); replacement of access FOB (\$100.00); keys (\$7.84); registered mail costs (\$25.44); fax charges (\$9.45); charges for copying documents (\$2.60) for a total of \$243.61.

In support of her claim the landlord also submitted into evidence a hydro bill; receipts for cleaning; FOB replacement; and key replacement. The landlord has also submitted photographic evidence and a copy of a condition inspection report.

The landlord's claim for registered mail costs; fax charges; and charges for copying documents all relate to service of her evidence and documents related to the claim. The landlord has submitted receipts for all of these costs.

### Analysis

Section 37 of the *Act* states that when a tenant vacates a rental unit at the end of a tenancy the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Based on the landlord's undisputed evidence and testimony I find the landlord has established the tenant failed to return all access FOBs and keys to the rental unit and as a result the landlord has suffered a loss for which she has established the value to be \$107.84.

I also find the landlord has established the tenant failed to leave the rental unit reasonably clean and she has established the value of the loss she suffered as a result in the amount of \$77.70.

Finally, I find the landlord has established, based on her undisputed testimony and evidence that the tenant owes the landlord \$20.58 for hydro.

As to the landlord's claim for costs associated with the pursuit of this claim I find the *Act* does not allow for such a claim and I dismiss this portion of her claim.

### Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$256.12** comprised of \$107.84 access FOB and key replacement; \$77.70 cleaning; \$20.58 hydro and the \$50.00 fee paid by the landlord for this application.

I order the landlord may deduct the security deposit held in the amount of \$227.00 in partial satisfaction of this claim. I grant a monetary order in the amount of **\$29.12**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be 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: August 20, 2015

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Residential Tenancy Branch

