



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MND, MNR, FF

Introduction

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

- an Order of Possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent and for damage to the rental unit, pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 13 minutes. The landlord's two agents, landlord SK ("landlord") and "landlord JS" attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord testified that she is the property portfolio manager and landlord JS is the property portfolio assistant for the landlord company named in this application. Landlord JS did not provide any testimony at this hearing.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package ("Application") on August 7, 2015, by way of registered mail to the rental unit where the tenant was still residing. The landlord stated that this package was returned to the landlord. The landlord testified that a forwarding address was then obtained from the tenant on September 3, 2015 and the Application was re-sent by registered mail on September 4, 2015. The landlord provided copies of Canada Post receipts and tracking numbers with its Application. The landlord provided a printout of the Canada Post website tracking system, indicating that the tenant received and signed for the September 4, 2015 package on September 11, 2015. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed

served with the landlord's Application on September 9, 2015, five days after its second registered mailing.

At the outset of the hearing, the landlord requested an amendment to increase the monetary claim sought for unpaid rent. The landlord stated that because the landlord's Application was filed in August 2015, she could not include the unpaid September 2015 rent of \$275.00, because this amount was not yet due at that time. The landlord initially made an Application for unpaid rent and indicated the "current" amount owing at that time. Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's Application to increase the landlord's monetary claim to include September 2015 rent of \$275.00. The tenant is aware that rent is due on the first day of each month as per the tenancy agreement. The tenant continued to reside in the rental unit until September 16, 2015. Therefore, the tenant knew or should have known that by failing to pay her rent, the landlord would pursue all unpaid rent at this hearing. For the above reasons, I find that the tenant had appropriate notice of the landlord's claim for increased rent, despite the fact that she did not attend this hearing.

At the outset of the hearing, the landlord confirmed that the tenant had vacated the rental unit and that the landlord no longer required an order of possession. Accordingly, this portion of the landlord's application is withdrawn.

Issues to be Decided

Is the landlord entitled to a monetary award for unpaid rent and for damage to the rental unit?

Is the landlord entitled to recover the filing fee for this Application from the tenant?

Background and Evidence

The landlord testified that this tenancy began on September 30, 2014 and ended on September 16, 2015. Monthly rent in the amount of \$550.00 was payable on the first day of each month. No security deposit was required or collected by the landlord. The landlord provided a copy of the written tenancy agreement for this hearing.

The landlord seeks a monetary order of \$1,757.00 for unpaid rent. The landlord indicated that rent of \$382.00 was unpaid from April 2015. The landlord provided a repayment agreement that was signed by both parties in April 2015, for the tenant to pay the above rent in installments of \$50.00 per month for 11 months beginning on May 1, 2015. The landlord stated that the tenant made partial payments totalling \$168.00 towards April 2015 rent, leaving an unpaid balance of \$382.00.

The landlord confirmed that rent of \$550.00 was unpaid for each of July and August 2015, and rent of \$275.00 was unpaid for half of September 2015. The landlord confirmed that the tenant did not make any partial payments towards the above rent. The landlord confirmed that although the tenant vacated the rental unit on September 16, 2015, the landlord was only seeking a half month's rent for September 2015.

The landlord also seeks to recover \$70.00 for changing the tenant's door locks at the rental unit. The landlord confirmed that the tenant requested this change near the end of her tenancy, after the locks were already changed at the beginning of the tenancy. The landlord noted that the tenant was advised that there was a cost of \$70.00 total for changing the locks, at \$35.00 each for two locks. The landlord provided a letter to the tenant, dated May 29, 2015, documenting the above information and an invoice of \$70.00 for both locks. The landlord also provided a repayment agreement for the locks, signed by both parties in May 2015, indicating that the tenant was to pay installments of \$25.00 for two months and \$20.00 in the third month, beginning on July 1, 2015. The landlord confirmed that the tenant did not make any payments towards these locks.

The landlord also seeks to recover the \$50.00 filing fee paid for this Application.

Analysis

Section 26 of the Act requires that rent be paid on the date indicated in the tenancy agreement, which is the first day of each month, for this tenancy. Section 7(1) of the Act establishes that a tenant who does not comply with the Act, Regulation or tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. However, section 7(2) of the Act places a responsibility on a landlord claiming compensation for loss resulting from a tenant's non-compliance with the Act, to do whatever is reasonable to minimize that loss.

The landlord provided undisputed evidence at this hearing, as the tenant did not attend. The landlord confirmed that the tenant failed to pay rent totalling \$1,757.00, while living in the rental unit from April to September 2015. Therefore, I find that the landlord is entitled to \$1,757.00 in rental arrears for the above period.

The landlord provided undisputed evidence that the tenant failed to pay \$70.00 to the landlord, after requesting her locks to be changed at the rental unit. Section 25 of the Act only requires a change of locks at the beginning of the tenancy at the request of the tenant. As the landlord confirmed that the locks were already changed at the beginning of the tenancy, and it was done so again because the tenant was concerned and requested it, the tenant is responsible for this cost. The landlord provided

documentation showing that the locks were changed at the request of the tenant and a repayment agreement was signed by the tenant but not honoured. Therefore, I find that the landlord is entitled to \$70.00 for a change of locks at the rental unit.

As the landlord was successful in this Application, I find that the landlord is entitled to recover the \$50.00 filing fee paid for the Application.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$1,877.00 against the tenant as follows:

Item	Amount
Unpaid April 2015 rent	\$382.00
Unpaid July 2015 Rent	550.00
Unpaid August 2015 Rent	550.00
Unpaid September 2015 Rent	275.00
Change of Locks at Rental Unit	70.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Award	\$1,877.00

The landlord is provided with a monetary order in the amount of \$1,877.00 in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord's Application for an order of possession for unpaid rent is withdrawn.

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: October 19, 2015

Residential Tenancy Branch