



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

The original hearing took place on August 11, 2015. Neither of the parties appeared at that hearing and the landlord was given leave to reapply in the decision rendered at that time. The landlord applied for a Review Consideration of that decision and was granted this review hearing. The landlord was ordered to serve the tenant with the Notice of Hearing documents and the review decision. Service of these documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; served by registered mail on September 01, 2015. Canada Post tracking numbers were provided by the landlord in documentary evidence. The tenant was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Is the landlord entitled to a Monetary Order for unpaid rent?
- Is the landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The landlord testified that this tenancy started over three years ago. Rent for this unit was \$1,300.00 per month due on the 1st of each month in advance. The tenancy ended in the first week of May, 2014.

The landlord testified that he had applied for a Direct Request Proceeding which was heard on March 13, 2014. At that proceeding the Arbitrator made a decision that the tenancy ended on March 03, 2014 and an Order of Possession was issued along with a Monetary Order for the unpaid rent for February, 2014. These Orders were subsequently served upon the tenant. The tenant did settle the Monetary Order but failed to vacate the rental unit until the first week of May, 2014.

The landlord testified that no rent was paid for March or April, 2014 and the landlord seeks to recover the amount of \$2,600.00 in unpaid rent from the tenant.

The landlord testified that the tenant had changed the locks to the rental unit without the landlord's permission in March, 2014. On March 27, 2014 the landlord had the locks rekeyed to the unit and seeks to recover the cost for this work of \$73.15. The landlord has provided a copy of the invoice in documentary evidence.

The landlord testified that at the end of the tenancy the tenant failed to return the keys to the rental unit. The landlord's property management company had the locks rekeyed again including the mailbox key. The landlord seeks to recover the cost for this work of

\$106.40 and has provided a copy of the management company's invoice in documentary evidence.

Analysis

The tenant did not appear at the hearing to dispute the landlord's claims, despite having been served a Notice of the hearing; therefore, in the absence of any evidence from the tenant, I have carefully considered the landlord's documentary evidence and sworn testimony before me.

With regard to the landlord's claim for unpaid rent for March and April; I refer the parties to s. 26 of the *Act* which states:

26. A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Even if the landlord had served the tenant with a 10 Day Notice to End Tenancy; if the tenant continued to reside in the rental unit then rent must be paid for the months the tenant occupies the unit. I am satisfied from the evidence before me that the tenant did not vacate the rental unit until sometime in the first week of May, 2014 and failed to pay rent for March and April, 2014. Consequently, I uphold the landlord's application to recover unpaid rent of **\$2,600.00** pursuant to s. 67 of the *Act*.

With regard to the landlord's application to recover costs to rekey the unit and mailbox. I am satisfied from the evidence before me that the locks to the unit had to be rekeyed after the tenant changed them once without the landlord's written permission and again after she failed to return the keys to the unit and mailbox when she moved out. Consequently, I uphold the landlord's application to recover **\$179.55** from the tenant pursuant to s. 67 of the *Act*.

As the landlord's application has merit, I find the landlord is entitled to recover the filing fee of **\$50.00** from the tenant pursuant to s. 72(1) of the *Act*.

Conclusion

I hereby issue a Monetary Order in the landlord's favor in the amount of \$2,829.55 under the following terms:

Item	Amount
Unpaid rent for March and April, 2014	\$2,600.00
Costs incurred to rekey locks	\$179.55
Filing fee	\$50.00
Total Monetary Order	\$2,829.55

The landlord is provided with this Order 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.

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: November 03, 2015

Residential Tenancy Branch

