



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR FF

Introduction

This hearing dealt with the landlord's application for monetary compensation. The landlord and an agent for the tenant's estate participated in the teleconference hearing.

At the outset of the hearing, the tenant's sister, who appeared on behalf of the tenant, stated that there was no estate and she was not the executor. I determined that the tenant's sister was able, as set out in the Act and Rules of Procedure, to act as agent for the tenant's estate, and I proceeded with the hearing.

During the hearing the landlord withdrew the portion of his application claiming unpaid rent for May 2015.

Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The landlord stated that on July 3, 2015 he received a call from the police, informing him that the tenant had passed away in the rental unit. The landlord stated that the tenant had not paid rent of \$500.00 for June 2015, and the landlord has claimed that amount.

The landlord also claimed costs for changing the locks and cleaning and fumigating the unit, and having an agent attend at the rental unit, as the landlord does not live in the same location as the rental unit. The landlord did not submit a copy of a tenancy agreement, a monetary order worksheet or a bill for the cleaning costs.

The tenant's agent responded that the landlord should not be entitled to the costs for changing the locks or to pay his agent, as it was the landlord's choice to change the locks and to be an absentee landlord. The tenant's agent questioned the amount of rent that the landlord claimed. The tenant's agent also pointed out that the landlord's receipts did not add up to the amount claimed.

Analysis

I find that the landlord is not entitled to any portion of his claim.

The tenant's agent questioned the amount of rent owed, and the landlord did not provide sufficient evidence, such as a copy of a tenancy agreement, to establish the amount of monthly rent.

The landlord made a choice to change the locks, and there was no breach of the Act by the tenant that necessitated a lock change. The landlord also chose to act as a landlord remotely, and any cost for an agent to act for him was a business decision by the landlord.

The landlord did not provide a monetary order worksheet, as required, or any other clear breakdown of the costs for cleaning. Nor did the landlord provide evidence of the need for cleaning or a description of the work done.

As the landlord's claim is unsuccessful, he is not entitled to recovery of the filing fee for the cost of his application.

Conclusion

The landlord's application is dismissed in its entirety.

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, 2016

Residential Tenancy Branch