



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CGM Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNDC FF

Introduction

This hearing dealt with an application by the landlord for monetary compensation. The landlord and the tenant participated in the teleconference hearing.

The tenant confirmed that she had received the other landlord's application and evidence. Neither party raised any issues regarding service of the application or the evidence. 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 tenancy began on December 1, 2014. The tenant was responsible for paying the water bills. The tenancy ended on November 15, 2015.

The landlord stated at the end of the tenancy the tenant owed \$584.63 for unpaid water bills. The landlord stated that the tenant did not return her mailbox key, and he had to have it replaced at a cost of \$30.45 so that the new tenant would be able to receive her mail. The landlord has claimed these two amounts as well as the \$100.00 filing fee for the cost of this application. The landlord stated that he attempted to contact the tenant several times but the communication stopped, so he had to file his application.

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The tenant responded that she communicated with the landlord and informed him she would be returning the mailbox key. The tenant stated that she had agreed to pay the outstanding utilities, and she and the landlord had already resolved everything. The tenant disputed the landlord's claims for the cost of the mailbox key and the cost of the filing fee.

In support of their claim, the landlord submitted evidence including the following:

Analysis

The tenant did not dispute the water bills, and I therefore grant the landlord that portion of his claim.

I find that the landlord is also entitled to the amount claimed for changing the lock and key for the mailbox, as the landlord had to provide his new tenant with access to the mailbox and the tenant acknowledged that she did not immediately return the key at the end of the tenancy.

I find that the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application. I accept his evidence that he attempted to contact the tenant to resolve the issues before he had to apply for dispute resolution.

Conclusion

The landlord's application is successful.

I grant the landlord an order under section 67 for the balance due of \$695.28. This order may be filed in the Small Claims 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: October 28, 2016

Residential Tenancy Branch

