



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNR, MNSD, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for unpaid rent, cost to re-key the locks and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The notice of hearing was served on the tenant on August 02, 2018 by registered mail to the forwarding address provided by the tenant. The landlord was unable to locate a tracking number. I found the landlord's testimony regarding service of the notice of hearing and evidence package, credible. Despite having been served with the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord established a claim for unpaid rent, cost to re-key the locks and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on July 04, 2017 and ended on July 19, 2018. The rent was \$800.00 due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$400.00.

The landlord testified that on June 30, 2018, the tenant gave her notice to end the tenancy effective July 15, 2018. The landlord testified that the tenant failed to pay rent on July 01, 2018. The landlord filed copies of text messages into evidence. In one of the text messages the tenant informed the landlord that she had moved out on July 19, 2018 and also let the landlord know that she had misplaced the keys to the rental unit.

The landlord testified that she found a new tenant for July 20, 2018 and is claiming pro-rated rent for the period of July 01-19, 2018. The landlord is also claiming the cost of re-keying the locks. On July 30, 2018 the tenant sent the landlord her forwarding address by text message. The landlord made this application on August 01, 2018. The landlord has filed copies of text messages and an invoice to support her claim for the following:

1.	Unpaid rent	\$490.20
2.	Re-key locks	\$82.54
3.	Filing fee	\$100.00
	Total	<b>\$672.74</b>

### **Analysis**

Based on the sworn undisputed testimony of the landlord I accept the landlord's claim for the unpaid rent and the cost of re-keying the locks. Since the landlord has proven her case she is also entitled to the recovery of the filing fee. Overall, the landlord has established a claim for the amount of \$672.74.

The landlord is currently holding \$400.00 as a security deposit. I order that the landlord retain the deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$272.74. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

The landlord may retain the security deposit of \$400.00.

I grant the landlord a monetary order in the amount of \$272.74

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: December 03, 2018

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Residential Tenancy Branch