



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

FFL MNDCL MNRL

Introduction

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

- A monetary award for damages, loss and unpaid rent pursuant to section 67; and
- Authorization to recover the filing fee from the tenant pursuant to section 72.

The tenant did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The landlord was represented by their agent (the "landlord") who was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that they served the application for dispute resolution and evidentiary materials on the tenant by registered mail sent November 4, 2018 to a forwarding address provided by the tenant. The landlord gave a Canada Post tracking number as evidence of service. Based on the evidence I find that the tenant was deemed served with the landlord's materials on November 9, 2018, five days after mailing, in accordance with sections 88, 89 and 90 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary award as claimed?

Is the landlord entitled to recover the filing fee from the tenant?

Background and Evidence

The landlord gave the following evidence. This tenancy began in September 2018. The monthly rent was \$2,900.00 payable on the first of each month. A security deposit of \$1,450.00 was collected and is still held by the landlord.

The tenant failed to pay the rent for October 2018. The tenant subsequently vacated the rental unit without returning the keys or the building FOB to the landlord. The landlord now seeks a monetary award for \$126.00 the cost of replacing the keys and FOBs. The landlord gave evidence that the cost of each replacement FOB was \$60.00 and new keys were cut for \$3.00 each. The landlord also seeks an award for the rental arrear of \$2,900.00.

Analysis

Section 67 of the *Act* allows me to issue a monetary award for loss resulting from a party violating the *Act*, regulations or a tenancy agreement. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. The claimant also has a duty to take reasonable steps to mitigate their loss.

I accept the undisputed evidence of the landlord that the tenant failed to pay the October 2018 rent and there is a rental arrear of \$2,900.00. I accept the evidence of the landlord that the tenant vacated the rental unit without returning the keys and FOB for the rental building and that the landlord incurred the cost for replacement in the amount of \$126.00. Accordingly, based on the evidence, I find that the landlord is entitled to a monetary award in the amount of \$3,026.00.

As the landlord's application was successful the landlord is also entitled to recover the filing fee from the tenant.

In accordance with sections 38 and the offsetting provisions of 72 of the *Act*, I allow the landlord to retain the tenant's \$1,450.00 security deposit in partial satisfaction of the monetary award issued in the landlord's favour.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$1,676.00 under the following terms, which allows the landlord to recover unpaid rent, losses and the filing fee for their application:

Item	Amount
Unpaid Rent October 2018	\$2,900.00
Replacement of keys and FOB	\$126.00
Filing Fees	\$100.00
Less Security Deposit	-\$1,450.00
Total Monetary Order	\$1,676.00

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: February 26, 2019

Residential Tenancy Branch