



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DR. DANIEL J.P. BOTHA INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

The landlord applies for a monetary award for loss of rental income, fob replacement, lock change fees and postal expenses.

The respondent tenant did not attend the hearing within twenty minutes after its scheduled start time at 1:30 p.m. on May 9, 2019. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the landlord's agent and this arbitrator were the only ones who had called into this teleconference during that period.

Ms. V.S. for the landlord testifies that the Notice of Dispute Resolution Hearing, setting out the claim and the particulars of this hearing were served on the tenant by registered mail to the address the tenant provided in his December 10, 2018 written notice to end the tenancy before the expiry of its fixed term. Canada Post records confirm that the mail was delivered on January 23, 2019. On this evidence I find that the tenant has been duly served. He neither attended nor filed material in opposition to the application.

The landlord's agent produced the tenant's December 10, 2018 notice which indicates the tenant wanted to leave as soon as possible. She is uncertain about when he actually vacated but the landlord's agent found the premises empty and retook possession on December 31, 2018. The tenant had paid the December rent.

The landlord agent attempted to re-rent the premises immediately after December 10. The ordinary social media methods were employed as well as the agent's website a new tenant was not secured until February 6, 2019 and then at a rent of only \$4695.00; much lower than the \$5995.00 monthly rent this tenant had been paying.

She testifies that the tenant never did return an entry fob or all of the keys for the rental unit and so the landlord had the locks rekeyed.

On this evidence I find the tenant is responsible for the landlord's loss of rental income for January (\$5995.00) and \$1070.00 of the February rent (the amount claimed) and I award the landlord \$7065.00 as claimed under this head.

I award the landlord \$80.00 for a fob replacement and \$134.05 for lock rekeying.

I dismiss the claim for postal costs. They are in the nature of fees and disbursements incurred in pursuing dispute resolution and an arbitrator's powers in that regard are limited to awarding recovery of any filing fee.

In result the landlord is entitled to a monetary award totalling \$7279.05 plus recovery of the \$100.00 filing fee. I authorize the landlord to retain the \$2997.50 security deposit it holds, in reduction of the award. There will be a monetary order against the tenant for the remainder of \$4381.55

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: May 09, 2019

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Residential Tenancy Branch