



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1115456 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC-S, FF

Introduction

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

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on September 25, 2019 via a mailing address received via email from the named tenant after abandoning the rental unit.

I accept the undisputed affirmed evidence of the landlord and find that the tenant was sufficiently served via Canada Post Registered Mail on September 25, 2019 with the notice of hearing package the landlord's submitted documentary evidence.

During the hearing the landlord cancelled the monetary request for unpaid rent of \$720.00. No further action is required for this portion of the claim. The hearing proceeded with an amended monetary claim of \$1,511.93.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for money owed or compensation and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on May 1, 2018 on a month to month tenancy based upon a submitted copy of a signed tenancy agreement dated June 21, 2018. The landlord confirmed in his direct testimony that the signed tenancy agreement does not provide for a monthly amount for rent. A security deposit of \$425.00 was noted, but a partial security deposit of \$347.50 was paid (previously deposit). The signed tenancy agreement shows an outstanding amount of \$77.50 unpaid. No condition inspection reports were submitted for either the move-in or the move-out.

The landlord seeks a monetary claim of \$2,331.93 which consists of:

\$294.00	Moving Costs/Tenants Property to Storage
\$72.79	Bolt Cutters, to cut storage lock
\$225.00	Cleaning
\$310.63	Advertising, notice of disposition, 4 weeks
\$50.00	Sorting Abandoned Property for Disposal
\$97.07	Advertising, notice of disposition, 1 week
\$282.44	Moving Costs/disposal of Tenant's Property from Storage
\$250.00	Sort, Catalogue, clean/dispose of items
\$30.00	Replace building lock keys (\$15.00 each)

The landlord claims that the tenant abandoned the rental unit leaving the tenant's personal property throughout. The landlord suffered costs to move the tenant's personal property to a storage area and clean the rental unit. The landlord purchased a bolt cutter to remove the tenant's lock from the storage locker. The landlord incurred further expenses advertising the tenant's abandoned property in the storage area and then proper disposal of the tenant's abandoned property. The landlord also seeks

recovery for \$30.00 for replacement of two building keys at \$7.00 each for which the landlord seeks compensation of an additional \$7.00 per key.

The landlord submitted in support these claims: receipts, invoices and spreadsheets detailing the expenses incurred.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. 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 of the *Act* 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. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

In this case, I accept the undisputed affirmed evidence of the landlord and find that the landlord has established a claim for compensation of \$1,495.93. This excludes the landlord's monetary claim of \$30.00 for replacement of two keys due to no actual invoices being submitted. The landlord's explanation of seeking the remaining \$8.00 for his time in obtaining the new keys, I find excessive and dismiss. However, based upon the landlord's direct testimony that each key cost \$7.00 to replace, I award the landlord recovery of this amount for a total of \$14.00. On this basis, the landlord has been successful for a total monetary claim of \$1,509.93.

As the landlord has been successful in his application, I find that the landlord is entitled to recovery of the \$100.00 filing fee. I also authorize the landlord to retain the security deposit on record of \$347.50. The landlord may retain this amount in partial satisfaction of the claim.

Conclusion

The landlord is granted a monetary order for \$1,262.43.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the 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: January 06, 2020

Residential Tenancy Branch