



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNRL-S, MNDCL-S, FFL

### **Introduction**

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on March 28, 2020 the Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch in March of 2020 were sent to the male Tenant, via registered mail, at the service address noted on the Application. The Landlord stated that he obtained the service address from the internet. The Landlord submitted Canada Post documentation that corroborates his statement that registered mail was sent to the male Tenant. The Landlord stated that the Canada Post website shows that this package was delivered by Canada Post.

On the basis of the testimony of the Landlord that the documents were delivered by Canada Post and in the absence of evidence to the contrary, I find that these documents have been sufficiently served to the male Tenant in accordance with section 71(2)(c) of the *Residential Tenancy Act (Act)*, however the male Tenant did not appear at the hearing. As the aforementioned documents have been served to the Tenant, the hearing proceeded in the absence of the male Tenant and the evidence was accepted as evidence for these proceedings.

The Landlord stated that on March 28, 2020 the Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch in March of 2020 were sent to the female Tenant, via registered mail, at the service address noted on the

Application. The Landlord stated that he obtained the service address from the internet. The Landlord submitted Canada Post documentation that corroborates his statement that registered mail was sent to the female Tenant. The Landlord stated that this package was returned to the Landlord with a handwritten note that the recipient was not at that address.

As the registered mail for the female Tenant was sent to an address the Landlord obtained from the internet, I find there is insufficient evidence to conclude that the female Tenant was living at that address. I therefore cannot conclude that the documents were served to the female Tenant pursuant to section 89(1)(c) of the *Act*.

As there is no evidence that the registered mail for the female Tenant was sent to a forwarding address provided by the Tenant, I cannot conclude that the documents were served to the female Tenant pursuant to section 89(1)(d) of the *Act*.

As there is no evidence that the registered mail was received by the female Tenant, I cannot conclude that the hearing package was sufficiently served to her pursuant to section 71(2)(c) of the *Act*.

As I have insufficient evidence to concluded that the hearing package was served to the female Tenant, the Landlord was advised that the hearing could not proceed in the absence of the female Tenant.

The Landlord opted to amend the Application for Dispute Resolution to remove the female Tenant as a named Respondent. The Application for Dispute Resolution was amended accordingly, and any monetary Order granted to the Landlord will name only the male Tenant.

On July 02, 2020 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that these are duplicates of documents already submitted to the Residential Tenancy Branch.

The Landlord and co-owner affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for changing the locks, to compensation for unpaid rent, and to keep all or part of the security deposit?

Background and Evidence

The Landlord stated that:

- the tenancy began on November 01, 2019;
- the Tenants agreed to pay monthly rent of \$750.00 by the first day of each month;
- the Tenants paid a security deposit of \$375.00;
- the Tenants did not pay rent for March of 2020;
- on, or about, March 08, 2020 he posted a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities on the door of the rental unit, at which time he learned that the rental unit had been vacated;
- the Tenants did not give notice of their intent to vacate the rental unit;
- he is seeking compensation for unpaid rent for March of 2020, in the amount of \$750.00;
- the Tenants agreed to pay \$100.00 per month for hydro and propane;
- the Tenants still owe \$52.20 for propane/hydro for the month of March;
- he is seeking compensation for unpaid hydro/propane, in the amount of \$52.20;
- the keys to the rental unit have not been returned;
- he intends to change the locks, due the keys not being returned;
- he submitted an estimate for changing the locks, in the amount of \$282.24;
- he is seeking compensation for the estimated cost of changing the locks;
- he lives in a different community and will have to travel to the rental unit to meet the locksmith;
- he is seeking \$100.10 for mileage associated to the need to travel to meet the locksmith; and
- he is seeking \$160.00 in compensation for the estimated 4 hours it will take to meet with the locksmith.

Analysis

On the basis of the undisputed evidence, I find that the Tenants agreed to pay rent of \$750.00 by the first day of each month and a monthly fee of \$100.00 for hydro and propane.

Section 26 of the *Act* stipulates that rent must be paid when it is due.

As there is no evidence that this tenancy ended prior to March 01, 2020, pursuant to section 44 of the *Act*, I find that the Tenants were required to pay rent of \$750.00 by March 01, 2020.

On the basis of the undisputed evidence, I find that the Tenants have not paid the rent for March of 2020 and that they therefore owe \$750.00 in rent for that month.

On the basis of the undisputed evidence, I find that the Tenants have not paid \$52.20 of the hydro/propane fee for March of 2020 and that they therefore owe \$52.20 for that month.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

On the basis of the undisputed evidence I find that the Tenants failed to comply with section 37 of the *Act* when they failed to return the keys to the rental unit. I therefore find that the Landlord is entitled to compensation for the estimated cost of replacing the locks, which is \$282.24.

While I accept the Landlord's evidence that he will incur time and money travelling to the rental unit to meet the locksmith, I find that the Tenants are not obligated to compensate the Landlord for those costs. I find that those costs are associated to the Landlord's decision to conduct business from a different community and they are, therefore, costs that must be borne by the Landlord.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$1,184.44, which includes \$750.00 in rent, \$52.20 for hydro/propane, \$282.24 for replacing the locks, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenants' security deposit of \$375.00 partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$809.44. In the event the Tenants do not voluntarily comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia 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 *Act*.

Dated: July 27, 2020

---

Residential Tenancy Branch