



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL FFL

Introduction

The landlord seeks compensation pursuant to section 67 of the *Residential Tenancy Act* (“Act”), including recovery of the filing fee under section 72 of the Act.

A hearing was held on May 27, 2021 at 1:30 PM and the landlord attended. The tenant did not attend the hearing, which ended at 1:36 PM.

I am satisfied based on evidence provided that the tenant was served with a copy of the Notice of Dispute Resolution Proceeding by registered mail in compliance with the *Rules of Procedure* and the Act.

Issue

Is the landlord entitled to compensation?

Background and Evidence

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. Only relevant oral and documentary evidence needed to resolve the specific issue of this dispute, and to explain the decision, is reproduced below.

The tenancy began March 1, 2015 and ended on April 25, 2020. Monthly rent was \$1,248 and the tenant paid a security deposit of \$600, which has since been returned. A copy of the written tenancy agreement was in evidence. As per the tenancy agreement, utilities are not included in the rent.

The landlord seeks \$87.45 for unpaid utilities and \$44.78 for the cost of a lock change as the tenant failed to return the keys at the end of the tenancy. Copies of the utility bill and a receipt for the lock change were submitted into evidence.

Analysis

Section 7 of the Act states that if a party does not comply with the Act, the regulations or a tenancy agreement, the non-complying party must compensate the other for damage or loss that results. Further, a party claiming compensation for damage or loss that results from the other's non-compliance must do whatever is reasonable to minimize the damage or loss.

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

First, it is the landlord's claim that the tenant owes \$87.45 for unpaid utilities (as calculated on an average per diem basis for the period of March 2 to April 25, 2020). A copy of the municipal utility bill was provided, and this supports the landlord's undisputed claim for \$87.45. The landlord could not do anything to minimize or reduce this loss, and as such I accept this amount as the final cost.

Second, the landlord claims \$44.78 for costs related to having to change the locks. It is worth noting that section 37(2)(b) of the Act states that

When a tenant vacates a rental unit, the tenant must [. . .] give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

In this case, the tenant did not return the keys as required by the Act, and thus the landlord was required to pay costs associated with rekeying the locks. Based on the cost of replacing the locks, it is wholly a reasonable amount and I am inclined to find that the landlord could not have reduced this cost any further.

Taking into consideration all the undisputed oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving his claim for compensation.

Section 72 of the Act permits me to order compensation for the cost of the filing fee to a successful applicant. As the landlord succeeded in his application, I grant him \$100.00 in compensation to cover the cost of the filing fee.

Conclusion

The landlord's application is granted.

I grant the landlord a monetary order in the amount of \$232.23, which must be served on the tenant. If the tenant fails to pay the landlord the amount owed within 15 days of receiving the order, the landlord may file and enforce the order in the Provincial Court of British Columbia.

This decision is final and binding and is made on delegated authority under section 9.1(1) of the Act.

Dated: May 27, 2021

Residential Tenancy Branch