



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDCL-S, FFL

Introduction

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

- and a monetary order for unpaid rent, and compensation for monetary loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenants to call into this teleconference hearing scheduled for 1:30 pm. The landlord's agent, HL ("landlord"), attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord's agent and I were the only ones who had called into this teleconference.

The landlord testified that the tenants were served with the landlord's amended application for dispute resolution hearing package ('Application') and evidence on package on September 14, 2021 by way of registered mail. The landlord provided the tracking information in their evidentiary materials. In accordance with sections 88 and 89 of the *Act*, I find that the tenants deemed served with the landlord's application and evidence on September 19, 2021, 5 days after mailing. The tenants did not submit any written evidence for this hearing.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation for money owed or losses?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This fixed-term tenancy began on September 1, 2020 and ended on April 30, 2021. Monthly rent was set at \$1,890.00, payable on the first of the month. The landlord had collected a security deposit in the amount of \$925.00, which the landlord still holds.

The landlord filed this application as the tenants refused to return the keys and FOBs. The landlord made a claim in the amount of \$200.00 for replacement FOBs, and \$231.84 to replace the lock and keys. The landlord submitted invoices for these items in their materials.

Analysis

The landlord provided undisputed evidence that the tenants failed to return the FOBs and keys at the end of the tenancy, and as a result the landlord had suffered a monetary loss in the amount of \$431.84 to replace these items. Accordingly, I allow the landlord a monetary order in compensation for these losses.

As the landlord was successful in their application, I am allowing the landlord to recovery the filing fee from the tenants.

The landlord continues to hold the tenants' security deposit of \$925.00. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain a portion the tenants' security deposit of \$925.00 in satisfaction of the monetary claim.

Conclusion

I allow the landlord's monetary claims as set out in the table below. The remaining security deposit may be returned to the tenants.

Item	Amount
Replacement FOBs	\$200.00
New keys & lock	231.84

Filing Fee	100.00
Less Security Deposit Held	-925.00
Security Deposit to be Returned to Tenants	\$ 393.16

The tenants are provided with this Order in the above terms and the landlord must be served with a copy of this Order as soon as possible. Should the landlord 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: November 17, 2021

Residential Tenancy Branch