



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT SERVICES LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNRL-S, MNDCL-S, FFL**

Introduction

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

1. A Monetary Order to recover money for unpaid rent pursuant to Sections 26, 38, 62 and 67 of the Act;
2. An Order for compensation for a monetary loss or other money owed - holding security and/or pet damage deposit pursuant to Sections 38 and 67 of the Act; and,
3. Recovery of the application filing fee pursuant to Section 72 of the Act.

The hearing was conducted via teleconference. The Landlord's Agent and the Tenant's Administrator attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

The Landlord testified that they served the Tenant with the Notice of Dispute Resolution Proceeding package on January 29, 2022 by Canada Post registered mail (the "NoDRP package"). The Landlord referred me to the Canada Post registered mail tracking number submitted into documentary evidence as proof of service. I noted the registered mail tracking number on the cover sheet of this decision. I find that the Tenant was

deemed served with the NoDRP package five days after mailing them on February 3, 2022 in accordance with Sections 89(1)(c) and 90(a) of the Act.

The Landlord served the Tenant with their evidence by Canada Post registered mail on June 28, 2022. The Landlord referred me to the Canada Post registered mail tracking number as proof of service. I noted the registered mail tracking number on the cover sheet of this decision. I find that the Landlord's evidence was deemed served on the Tenant on July 4, 2022 pursuant to Sections 88(c) and 90(a) of the Act.

Issues to be Decided

1. Is the Landlord entitled to a Monetary Order to recover money for unpaid rent?
2. Is the Landlord entitled to an Order for compensation for a monetary loss or other money owed - holding security and/or pet damage deposit?
3. Is the Landlord entitled to recovery of the application filing fee?

Background and Evidence

I have reviewed all written and oral evidence and submissions before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The parties confirmed that this tenancy began as a fixed term tenancy on June 1, 2021. The fixed term would have ended on May 31, 2022. Monthly rent is \$1,275.00 payable on the first day of each month. A security deposit of \$637.50 was collected at the start of the tenancy and is still held by the Landlord.

The Tenant died on September 6, 2021. The Administrator needed time to assess the Tenant's belongings, and they provided a notice to vacate the rental unit on November 17, 2021. The Landlord is claiming unpaid rent for October and November 2021 totalling \$2,550.00.

The Landlord is claiming for carpet cleaning costs of \$150.00 and drape cleaning costs of \$115.00 in the rental unit totalling \$265.00.

The Landlord did not receive keys back from the Tenant's estate. The Landlord is claiming a locksmith fee of \$300.00 to ensure security of the building. The Landlord claims that they do change the locks between tenancies, but they require the tenants to

return the keys for security purposes. The Landlord agrees that if they change the locks, the old keys will no longer work.

The Landlord is claiming for the replacement of the Tenant's laundry card. The laundry cards are refillable, and it is the Tenant's responsibility to return the card. The new laundry card cost is \$30.00.

Analysis

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.

Section 26(1) of the Act specifies the rules about payment of rent. It states, a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent. The Tenant's Administrator kept the tenancy ongoing until they were completed assessing all the Tenant's belongings. I find that the Landlord has substantiated their claim for unpaid rent for October and November 2021 totalling **\$2,550.00**.

At the end of the tenancy, the Tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear pursuant to Section 37(2)(a) of the Act. I find the Landlord is authorized to claim for cleaning costs for carpets and drapes totalling **\$265.00**.

Section 5(2) of the Residential Tenancy Regulation (the "Regulation") states that "*A landlord must not charge a fee for replacement keys or other access devices if the replacement is required because the landlord changed the locks or other means of access.*" (emphasis mine) The Landlord said it is their usual practice to change the locks in their rental units between tenancies. These costs are for the Landlord to bear. I decline to Order that the Tenant's estate must pay to change the locks to the rental unit.

A Landlord can charge a non-refundable fee for replacement of the Tenant's laundry card pursuant to Section 7(1)(a) of the Regulation. I find the Landlord is entitled to **\$30.00** to replace the laundry card.

Having been successful, I find the Landlord is entitled to recover the application filing fee paid to start this application, which I order may be deducted from the security deposit held pursuant to Section 72(2)(b) of the Act. The Landlord's monetary award is calculated as follows:

Monetary Award

| | |
|------------------------------|-------------------|
| Unpaid Rent | \$2,550.00 |
| Cleaning Carpets and Drapes | \$265.00 |
| Laundry Card Replacement | \$30.00 |
| Application filing fee | \$100.00 |
| Less: Security deposit | -\$637.50 |
| TOTAL MONETARY AWARD: | \$2,307.50 |

Conclusion

I grant a Monetary Order to the Landlord in the amount of \$2,307.50. The Tenant's estate must be served with this Order as soon as possible. Should the Tenant's estate fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court of British Columbia 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: August 02, 2022

Residential Tenancy Branch