

## **DECISION**

Dispute Codes      MND, MNR, MNDC, MNSD, FF

### Introduction

This is an application filed by the Landlord for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee.

The Landlord has attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend and did not submit any documentary evidence. The Landlord stated that the Tenant was served with the notice of hearing and evidence package by Canada Post Registered Mail on June 12, 2012. I accept the undisputed testimony of the Landlord and find that the Tenant was properly served with the notice of hearing and evidence package as deemed under the Act.

Section 72 of the Act addresses **Director's orders: fees and monetary order**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, the Landlord's claim for recovery of litigation costs are dismissed.

This leaves the following monetary claims to be dealt with in this hearing. \$98.56 for the re-keying of a lock, \$48.00 for payment made to the Tenant (regarding Tenant's claim in another file), \$152.32 for the cost of a Post Office Box rental, \$300.00 for paint and painting, \$1,500.00 for unpaid rent, \$300.00 for unnecessary stress and suffering.

### Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to keep all or part of the security deposit?

### Background, Evidence and Analysis

The Landlord states that the Tenant vacated the rental unit on June 9, 2012 following a dispute resolution hearing on May 23, 2012 filed by the Tenant. The Landlord received an order of possession and the Tenant received a monetary order for \$191.00.

The Landlord states that no signed tenancy agreement exists and that the monthly rent was \$600.00 and that a security deposit of \$300.00 was paid. No condition inspection report was completed for the move-in or the move-out.

The Landlord seeks \$98.56 for rekeying the locks to the rental based upon the invoice from SunCoast Lock & Trophies dated June 8, 2012. The Landlord has not provided

any details of why the cost of the lock is being sought other than the Landlord feels that the Tenant cannot be relied upon as the Landlord's documentary evidence show that 1 key was left in the rental and the condition inspection report submitted by the Landlord shows that 2 keys were given to the Tenant and 2 keys were returned from the Tenant. I find that the Landlord has failed to establish a claim for this portion of the application.

The Landlord seeks to recover \$48.00 paid to the Tenant regarding a monetary order in another hearing. As this is in regards to an amount the Landlord voluntarily paid to the Tenant regarding another order, I find that this matter cannot be dealt with in this hearing. If the Tenant files the monetary order in Small Claims Court the Landlord is at liberty to file the payment information to gain a credit. This portion of the Landlord's application is dismissed.

The Landlord is seeking \$152.32 for the cost of a Post Office Box rental and has provided a receipt for such from Canada Post. There is no signed tenancy agreement and the Landlord states that the tenancy did not include a post office box. The Landlord states that in Gibsons each residence is allowed 1 free box per property by Canada Post. The Landlord states that as the Landlord's yearly renewal period expired she was required to pay the \$152.32 required by Canada Post for her post office box linked to this rental property. The Landlord states that the Tenant registered her post office box to the rental property and received it free of charge from Canada Post requiring the Landlord to pay for hers. As the Tenant is no longer residing at the rental unit, the Landlord states that she is entitled to the recovery of this claim. The Landlord has failed to satisfy me that she is entitled to recovery of this cost. As the Post Office Box is a benefit derived from Canada Post and the Tenant received the free box from Canada Post, I find that the Landlord's remedy is to seek correction/compensation from Canada Post. This portion of the monetary claim is dismissed.

The Landlord seeks a monetary claim for \$300.00 for the cost of paint and labour to repaint the rental. The Landlord stated in her direct testimony that the paint and painting has not been done and is an estimate. The Landlord states that the paint job by the Tenant was deficient. I find that as the Landlord has failed to incur this cost or justify the damage that she has not established a claim for a loss. This portion of the Landlord's claim is dismissed.

The Landlord is seeking a monetary claim for \$1,500.00 consisting of \$600.00 for unpaid rent for May 2012 and \$900.00 for unpaid rent for June 2012. The Landlord stated in her direct testimony that rent for May was unpaid by the Tenant. The Landlord also states that the Tenant vacated the rental unit on June 9, 2012 and that she could have received an increased rent for June 2012 of \$900.00 instead of \$600.00 if she advertised the unit for rent based upon the local current rent rates. I find based upon

the undisputed testimony of the Landlord that rent was unpaid for May 2012 of \$600.00 and that the Landlord has established this portion of the claim. I also find that the Landlord has failed to establish a claim for the \$900.00 for June 2012 rent. The Landlord has not provided any details of mitigation to re-rent the unit. Also the Landlord has not established a claim for an increased rent than what she would have received from the Tenant. However, based upon the undisputed testimony of the Landlord, I find that the Tenant did overhold the rental until June 9, 2012. I find that the Landlord is entitled to a nominal award of \$20.00 per day for 9 days ( $\$600.00 / 30 \text{ days} = \$20.00$ ) of over holding the rental unit for a total of \$180.00.

The Landlord is also seeking \$300.00 for the unnecessary stress and suffering caused by this dispute with the Tenant. The Landlord states that she suffered an unhealthy and high blood pressure reading that was taken on May 24, 2012. The Landlord further stated in her documentary evidence that she had cancer twice, once in 2007 and again in 2009. She states that, "the only known reason for my cancers is stress related." I find the Landlord has failed in this portion of her monetary claim. The Landlord has not satisfied me in providing sufficient evidence that any monetary claim is warranted resulting from her Landlord and Tenant relationship. This portion of the monetary claim is dismissed.

The Landlord has established a total monetary claim of \$780.00. The Landlord is entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$300.00 security deposit in partial satisfaction of the claim and I grant the Landlord a monetary order for the balance due of \$480.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Landlord is granted a monetary order for \$480.00.  
The Landlord may retain the security deposit.

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: August 10, 2012.

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Residential Tenancy Branch