



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **MNDCL-S, FFL**

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the *Residential Tenancy Act* (the “Act”) for a monetary order for money owed, and request to retain the security deposit and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing.

In this case, the tenant indicated they received the evidence of the landlord. The landlord stated they did not receive any evidence from the tenant. I have reviewed the tenant’s evidence. The evidence contains documents, such as the tenancy agreement, written letters from the landlord, which the landlord has also submitted and a few text messages between the parties. I do not find it prejudicial to the landlord to consider the evidence provided by the tenant.

Issue to be Decided

Is the landlord entitled to monetary compensation for money owed?

Is the landlord entitled to keep the money owed from the security deposit?

Background and Evidence

The tenancy began on June 2, 2022. Rent in the amount of \$2,600.00 was payable on the first of each month. A security deposit of \$1,300.00 was paid by the tenant.

The landlord testified that the tenant was responsible to pay the strata move-in fee when they moved into the rental unit. The landlord stated that the tenant did not pay the fee and they had to pay the strata the amount of \$150.00. Filed in evidence is a receipt.

The landlord testified that the tenant wanted an extra fob and key at the start of the tenancy. The landlord stated that they did not know that they could charge the tenant the direct cost of the additional keys as set out in the Regulations. The landlord seeks to recover the cost of \$50.00.

The tenant testified that they were told by the landlord that they did not have to pay a move-in fee. The tenant stated they had to pay an elevator fee of \$100.00; however, the concierge told them because they were just bringing small items in, that they did not have to pay the elevator fee.

The tenant testified that they were never told they had to pay a fee for an extra key or fob. The tenant stated that these issues were only raised after there was an issue with the stove and their relationship had changed.

The landlord argued that they were unaware that the tenant had failed to pay the move-in fee until informed by the strata. The landlord stated that they paid that fee on October 8, 2022.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The evidence of the landlord was that they had to pay the move-in fee of \$150.00 which was the tenant's responsibility. The evidence of the tenant was they the landlord said they did not have to pay a move-in fee. The evidence of the tenant was that they were to pay an elevator fee of \$100.00, which they did not pay because the concierge waived that fee.

In this case, I find an elevator fee and a move-in fee are more likely than not the same fee. While both parties have provided a different version; however, I accept the landlord version as it is supported by a receipt. The tenant could have obtained a letter from the concierge to support their version. Therefore, I find the landlord is entitled to recover the move in fee/elevator fee in the amount of **\$150.00**.

I am not satisfied the landlord can recover the cost of \$50.00 for an additional fob requested by the tenant at the start of the tenancy. While I accept the Regulation allow the landlord to charge the direct cost of an additional key or other access devices; however, this must be discussed when the tenant requested additional access. Further, the receipt provided by the landlord was issued prior to the tenancy even being signed. Therefore, this cannot be a direct cost relating to this tenancy. Therefore, I dismiss this portion of the landlord's claim.

I find that the landlord has established a total monetary claim of **\$250.00** comprised of the above-described amount and the \$100.00 fee paid for this application. I authorize the landlord to keep the amount of \$250.00 from the tenant's security deposit in full satisfaction of this award.

Conclusion

The landlord's is granted a monetary order in the above noted amount. The landlord is authorized to keep \$250.00 from the tenant's security deposit in full satisfaction of this award.

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: April 21, 2023

Residential Tenancy Branch