



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNDC MNSD FF

Introduction

This hearing dealt with a cross applications by the parties. The tenant has made an application for a monetary order for return of the security deposit and for damages to her personal properties. The landlord has made an application for a monetary order for costs incurred in addressing the damages and for moving and storing the tenant's personal properties.

During the hearing, the tenant withdrew her application for a monetary order for damages to her personal properties.

Issues to be Decided

Whether the tenant is entitled to return of her security deposit, the applicable interest and double the base amount of the security deposit?

Whether the landlord is entitled to a monetary order for costs incurred in addressing the damages and for moving and storing the tenant's personal properties?

Background and Evidence

On May 30, 2008, the landlord collected a security deposit in the amount of \$375.00. The tenant began her tenancy with an obligation to pay a monthly rent of \$750.00 in advance on the first of each month. Initially, the landlord and the tenant agreed on a 3 month lease. At the end of the three months, they agreed to extend the tenancy for one more month ending on October 31. Before October 31, the landlord issued three notices to the tenant requesting for an appointed time to do a move-out condition inspection. The tenant failed to respond to each of these notices. I note that the tenant was made aware by these notices that she had to move out of the rental unit by 1 pm on October 31.

On October 31 at approximately 1 pm, the tenant was neither in the rental unit nor was she moved out. Shortly before 3 pm, the landlord instructed a maintenance manager to start packing the tenant's properties as a new tenant was scheduled to move in on November 1. After approximately 15 minutes, the tenant and her boyfriend showed up at the rental unit. They became extremely agitated and verbally abusive towards both the maintenance manager and the regional manager. At one point, the regional manager did not allow the tenant and her boyfriend to return to the property. However, the tenant and her boyfriend managed to move all of their personal properties outside of the rental unit. At 5 pm, the building manager drove past the property and discovered that the tenant's bed, couch and coffee table were still on the lawn outside the property. She then instructed the maintenance manager to move these items into a heated storage area inside the building as it was starting to rain.

On November 4, the tenant returned to the building and gave the manager her forwarding address in writing. On this occasion, the manager asked the tenant to pick up her bed, couch and coffee table. The tenant declined.

Issues #1 – Whether the tenant is entitled to return of her security deposit, the applicable interest and double the base amount of the security deposit?

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit. I find that the tenancy ended on October 31, 2008, and that the tenant provided her forwarding address in writing on November 4. I further find that the landlord has failed to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address in writing.

I find that the tenant has established a claim for the security deposit of \$375.00, accrued interest of \$3.32, and double the base amount of the security deposit in the amount of \$375.00, for a total of \$753.32.

Issue #2 – Whether the landlord is entitled to a monetary order for costs incurred in addressing the damages and for moving and storing the tenant's personal possessions?

Cleaning

The landlord is claiming for 4 hours of cleaning the rental unit at a cost of \$18.00 an hour. To support her claim, the landlord submitted a company time sheet indicating that an employee had cleaned the rental unit for 4 hours on October 31. The landlord also submitted a move out condition report dated October 31 which shows that the rental unit needed cleaning. The tenant admitted that she did not have time to clean the rental unit thoroughly. Based on the above, I allow a claim of \$54.00 as costs for cleaning the rental unit.

Re-keying Locks

The landlord did not dispute that the tenant returned the key of the rental unit but contended that her boyfriend had made a copy of the same key which was not returned. Therefore, she felt that it was necessary to re-key the lock for security

reason. The tenant explained that she and her boyfriend never made a second key to the rental unit. Rather, when she went out, she always left her key with her boyfriend so that he could look after her son. Based on the above, I find that the landlord has not proven the tenant still possesses a key of the rental unit. Accordingly, I am not allowing any claim for re-keying the lock of the rental unit.

Labor in Packing and Moving the Tenant's Personal Properties

The landlord said that on October 31, the maintenance manager worked for 2 hours to pack some of the tenant's personal properties and to move the tenant's bed, couch and coffee table into storage. To support her claim, the landlord submitted a company time sheet indicating the maintenance manager had worked 2 hours on these tasks on October 31. The landlord is seeking recovery 2 hours of work at \$10.00 per hour for a total of \$20.00. Based on the above, I allow a claim of \$20.00 for packing and moving the tenant's personal properties.

Furniture Storage

The landlord said that since October 31, the tenant's bed, couch and coffee table have been stored in a heated storage area inside the building. She is seeking recovery of storage fee for November, December and January in the amount of \$50.00. The tenant did not dispute that she declined to pick up these items on November 4. She also agreed to make arrangement with the landlord after the hearing to pick up these items. Based on the above, I allow a claim of \$50.00 for storage of the tenant's furniture.

Base on all of the above, I find that the landlord has established a total claim of \$124.00 as costs for cleaning the rental unit and packing and moving the tenant's furniture.

Conclusion

The tenant has established a claim for the security deposit of \$375.00, accrued interest of \$3.32, and double the base amount of the security deposit in the

amount of \$375.00, for a total of \$753.32. The landlord has established a claim for \$124.00 as costs for cleaning the rental unit and moving and storing the tenant's furniture. I grant the tenant an order under section 67 for the balance due of \$629.32. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: January 14, 2009