



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Dispute Codes:

MND, MNDC, MNSD, FF

### Introduction

This hearing dealt with cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord made application for a monetary Order for damage to the rental unit, a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution, in which the Tenant made application for a monetary Order for the return of double the security deposit he paid and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

### Issue(s) to be Decided

The issues to be decided in relation to the Landlord's Application for Dispute Resolution are whether the Landlord is entitled to a monetary order for damage to the rental unit; for a monetary order for loss of revenue; to retain all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The issues to be decided in relation to the Tenant's Application for Dispute Resolution are whether the Tenant is entitled to the return of double the security deposit and to recover the fee for filing this Application for Dispute Resolution.

### Background and Evidence

The Agent for the Landlord and the Tenant agree that this tenancy began on October 01, 2006 and ended on December 01, 2008.

The Landlord submitted a copy of the tenancy agreement that shows the rent at the beginning of the tenancy agreement was \$915.00 and the parties agree that the rent had increased to \$965.00 by the end of the tenancy. The tenancy agreement shows that the Tenant paid a security deposit of \$457.50 on October 01, 2006. The Landlord submitted a copy of a Condition Inspection Report, which was signed by the Tenant on September 30, 2006 and December 01, 2008, which shows that the Tenant also paid a \$15.00 deposit for laundry cards and a \$35.00 key deposit.

The Agent for the Landlord and the Tenant agree that on November 10, 2008 the Tenant gave written notice of his intent to vacate the rental unit on December 01, 2008. The Tenant stated that he was unaware that he was required to give one full month's notice of his intent to vacate, in writing.

The Landlord is seeking compensation for loss of revenue from December of 2008, due to the late notice provided by the Tenant. The Agent for the Landlord stated that he believes the rental unit was advertised on Craig's List and on the company's website shortly after they received notice of the Tenant's intent to vacate, however he is not certain of the details as he was not responsible for listing the property. He stated that the rental unit was not rented again until February 01, 2009.

On the Condition Inspection Report that was signed by the Tenant on December 01, 2009, the Tenant indicated that he agreed to pay the Landlord \$965.00 in compensation for rent from December of 2008.

The Landlord is seeking compensation, in the amount of \$35.00, in compensation for a key to the common area, which the Agent for the Landlord stated that the Tenant did not return. The Tenant stated that he returned all of the keys that were issued to him. The Tenant referred to the Condition Inspection Report, which was submitted as evidence by the Landlord, which clearly shows that the Tenant was issued 3 keys at the beginning of the tenancy and that he returned 4 keys on, or before, December 01, 2008. He stated that he returned the last key he had in his possession sometime during the first week of December, by placing it in the Landlord's "drop box".

The Landlord is seeking compensation, in the amount of \$15.00, in compensation for three laundry "smart" cards, which the Agent for the Landlord stated that the Tenant did not return. These cards are used to operate the laundry machines. On the Condition Inspection Report it clearly indicates that the Tenant paid a deposit of \$15.00 for 3 laundry cards.

The Tenant stated that he only had one card, which he does not recall returning.

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The Tenant is seeking the return of double the security deposit. On the Condition Inspection Report that was signed by the Tenant on December 01, 2009, the Tenant gave the Landlord written authorization to retain \$521.34, which represents the security deposit, the key deposit, the laundry card deposit, plus accrued interest.

The Tenant stated that he did not receive a copy of the Condition Inspection Report that he completed on December 01, 2008 until he was served with the Landlord's Dispute Resolution Package. The Agent for the Landlord stated that the Landlord was unable to mail a copy of the Report to the Tenant because they did not have his complete address.

## Analysis

The evidence shows that the Tenant did not notify the Landlord of his intent to vacate the rental unit on December 01, 2008 until November 10, 2008. I find that the Tenant did not comply with the *Residential Tenancy Act (Act)* when he did not provide one full month's notice to vacate the rental unit, in accordance with section 45(1) of the *Act*. I find that the late notice likely prevented the Landlord from finding new tenants for December 01, 2008. I therefore find that the Landlord is entitled to compensation, in the amount of \$965.00, as compensation for loss of revenue for the month of December of 2008. In reaching this conclusion, I was influenced, to some degree, by the Condition Inspection Report that the Tenant signed on December 01, 2008, on which the Tenant agreed to pay rent for December.

Although the Tenant stated that he did not receive a copy of the Condition Inspection Report that he completed at the end of the tenancy until he was served with the Landlord's Dispute Resolution Package, I find that it is evidence that must be considered. In reaching this conclusion, I was strongly influenced by the fact that the Tenant signed the report and does not refute the contents of the report.

I find that the Landlord submitted insufficient evidence to establish that the Tenant failed to return all of the keys that were issued to him. In reaching this conclusion, I was strongly influenced by the notation on the Condition Inspection Report that shows that the Tenant was issued 3 keys at the beginning of the tenancy and that he returned 4 keys at the end of the tenancy. On this basis, I dismiss the Landlord's application for compensation for replacing one key.

I find, on the balance of probabilities, that the Tenant was issued with 3 laundry cards during this tenancy. In reaching this conclusion, I was strongly influenced by the notation on the Condition Inspection Report that indicates the Tenant paid a deposit of \$15.00 for 3 laundry cards. As the Landlord stated that the cards were not returned, and the Tenant stated he does not recall returning the cards, I find that the cards were



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not returned. As the Tenant agreed to pay a deposit of \$15.00 for the cards, I find that he should forfeit that deposit because he failed to return the cards.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the fee from the Tenant for filing this Application for Dispute Resolution.

I find that the Tenant authorized the Landlord, in writing, to retain his security deposit, a laundry card deposit, a key deposit, and associated interest, in the amount \$521.34. As the Landlord was authorized by the Tenant to retain the security deposit, I find that the Landlord is exempt from the requirements of section 38(1) of the *Act*. On this basis, I dismiss the Tenant's application for return of double the security deposit he paid.

## Conclusion

I find that the Landlord has a monetary claim, in the amount of \$1,030.00, which is comprised of \$965.00 as compensation for loss of revenue for December, \$15.00 in compensation for laundry cards that were not returned, and \$50.00 for the cost of filing this Application for Dispute Resolution.

I find that the Tenant authorized the Landlord to keep deposits/interest, in the amount of \$521.34, in partial compensation for that monetary claim. On this basis, I grant the Landlord a monetary Order for the difference of \$508.66. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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: April 21, 2009.

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Dispute Resolution Officer