



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a Monetary Order for money owed or compensation for loss or damage under the *Act*, regulation or tenancy agreement and a Monetary Order to recover the filing fee. The tenant has also applied for the return of his security deposit.

The tenant served the landlord by registered mail on July 14, 2009 with a copy of the Application and Notice of Hearing. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Is the tenant entitled to compensation for damage or loss under the *Act* for half of June's rent?
- Is the tenant entitled to receive double the security deposit back?
- Is the tenant entitled to recover the filing fee from the landlord for the cost of the application?

Background and Evidence

This tenancy started on June 22, 2005. The tenant paid a monthly rent of \$1,200.00 which was due on the 1st of each month. This was a month to month tenancy. The tenant paid a security deposit of \$600.00 and a pet damage deposit of \$600.00 on June 18, 2005. The landlord did not conduct a move in condition inspection with the tenant. The tenant gave notice to end the

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tenancy on May 31, 2009 to end tenancy on June 01, 2009. The tenant gave the landlord his forwarding address in writing on June 25, 2009.

The tenant testifies that on May 31, 2009 he informed the landlords' agent that he would be moving from the rental unit. The landlords' agent met with the tenant and they walked through the property to assess any damages. Some damages were noted so the tenant arranged for contractors to come to the property and carry out the repairs. The contractors started the work on June 15, 2009 but when they returned to the property on or about June 18, 2009 they could not enter as the locks had been changed.

The landlords' agent testifies that the tenant had given him a key to the property so he could show prospective tenants around. The landlord claims he thought the tenant had moved out of the property at the beginning of June, 2009 and when he viewed the unit prior to changing the locks it did not appear as if any work had been done on the repairs. The landlord claims he asked the tenant if he could change the locks so he could get his own contractors in to do any repairs and the tenant said it was OK. The landlord has produced in evidence a utility bill for \$171.79 which the tenant has agreed to pay from his security deposit.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. I find the tenant did give the landlord his forwarding address in writing on June 25, 2009. The landlord had 15 days to return the tenants security and pet damage deposit or apply for Dispute Resolution to keep it pursuant to section 38(1)(b). The landlord did not return the deposits nor did she apply to keep them. Therefore, the tenant is entitled to recover double the amounts plus any accrued interest pursuant to section 38(6)(b). As the tenant has agreed that the landlord can keep the amount of \$171.79 from his deposit for the outstanding utility bill this amount will be deducted from security deposits.

I further find that the landlord acted prematurely in changing the locks to the rental unit before the end of the tenancy. Even if the tenant had agreed that the landlord could change the locks he should have been given a key to access the unit up until the day his tenancy ended. The

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tenant had paid his rent to June 30, 2009 and as such the tenancy would continue until that day. The tenant would have had opportunity to go back to the rental unit to complete the repairs and cleaning of the unit had he had access. Therefore, I find the tenant is also entitled to recover a portion of his rent for June, 2009 to a sum of \$520.00 for the 13 days he did not have access to his unit.

As the tenant has been successful with his claim he is also entitled to recover his \$50.00 filing fee from the landlord. A Monetary Order has been issued to the tenant for the following amount:

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|--|-------------|
| Double the security deposit and pet damage deposit | \$2,400.00 |
| Filing fee | \$50.00 |
| Return of a portion of Junes rent | \$520.00 |
| Less outstanding utility bill | (-\$171.79) |
| Total amount due to the tenant | \$2,840.71 |

Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$2,840.71**. The order must be served on the respondent and is enforceable through the Provincial Court 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: November 03, 2009.

Dispute Resolution Officer