

DECISION

Dispute Codes OPR, CNR, CNL, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord has applied for an order of possession and a monetary order. The tenant has applied to cancel two notices to end tenancy and for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and the tenant. Both parties had arranged for witnesses to participate but both parties agreed during the hearing that they were not needed for the cases.

At the outset of the hearing the landlord and tenant confirmed that the tenant had vacated the premises by the end of February 2010 and that there was no longer a need for an order of possession for the landlord or to cancel the two notices to end tenancy. As such, the landlord's application was amended to exclude her request for an order of possession and the tenant's application was amended to exclude his request to cancel the notices to end tenancy.

Issues(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for compensation for damage or loss; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 46, 67, and 72 of the *Residential Tenancy Act (Act)*.

As well it must be decided whether the tenant is entitled to a monetary order for compensation for damage or loss; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 46, 49, 51, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

During the hearing the parties reached an agreement with the following terms;

1. The tenant owes the landlord \$400.00 in outstanding rent;
2. The tenant owes the landlord \$50.00 for compensation to repair an interior door;
3. The landlord will deduct from the security deposit and interest held of \$600.76 the amounts noted above and return to the tenant the balance of the security deposit and interest held, in the amount of \$150.76.

One unresolved issue remained for the landlord. The landlord testified that when she noted that the tenant had moved out prior to the end of the month, she did not have a

key to the rental unit and as the tenant had left keys in the rental unit, she needed to have a locksmith come and open the rental unit.

The tenant returned a second set of keys to the landlord on the end date of the tenancy, the landlord confirmed the other keys were returned by the tenant. The tenant was not willing to include this item in the agreement noted above.

Analysis

As the tenant still had occupancy of the rental unit until the end date of the tenancy the landlord required the tenant's permission, after 24 hour notice, to enter the rental unit. As the landlord did not provide notice or receive the tenant's permission to enter the rental unit until such time as the tenancy had ended.

As per Section 37 of the *Act* the tenant must return the keys and other means of access to the landlord at the end of the tenancy. As the tenant complied with this section, I find that he is not responsible for payment to the landlord to have the locks changed.

As the parties reached a settlement during the hearing I dismiss their applications for recovery of their respective filing fees.

Conclusion

As per the settlement reached by the parties, I grant the tenant a monetary order against the landlord in the amount of **\$150.76**.

This order must be served on the landlord and may be filed in the Provincial Court (Small Claims) 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: March 17, 2010.

Dispute Resolution Officer