

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties .

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$7,860.00, and a request that the landlord be allowed to keep the full security deposit plus interest towards this claim. The applicant is also requesting an order that the respondent bear the \$100.00 cost of the filing fee that was paid for the application for dispute resolution.

### Background and Evidence

The applicant testified that:

- The tenant signed a one-year lease which had a clause that stated at the end of the lease the tenancy could continue on a month-to-month basis.
- The tenant lived in the rental unit with her boyfriend.
- At the end of the one year lease the tenant did not give the landlord any Notice to End Tenancy and in fact the tenant's boyfriend provided postdated Cheques to the landlord to continue the tenancy.
- The Cheques provided by the tenants were not honoured by the bank for the months of October 2009 through February 2010.

- The keys for the rental unit were eventually returned mid-February 2010.
- The landlord was also fined by the strata Corp. because the tenant failed to forward some mail.
- The landlord was also charged a locker rental fee from the strata management.
- The landlord also had to clean the rental unit at the end of the tenancy.

The applicant is therefore requesting an order that the tenant pay a total of \$7,860.00 and that the landlord be allowed to keep the full security deposit towards this claim.

The respondent testified that:

- She moved out of the rental unit at the end of the lease, and the landlord entered into a tenancy agreement with her ex-boyfriend.
- Her ex-boyfriend's name was inserted into the tenancy agreement and her name was crossed out and she believes the landlord initialled the change.
- Her ex-boyfriend provided postdated cheques for this new tenancy.
- Therefore it is her ex-boyfriend who is liable for this outstanding rent not her.
- She paid all the rent right to the end of September 2009.
- The landlord has provided no evidence to show that the first two cheques provided by her ex-boyfriend for rent were not honoured by the bank.
- The landlord has only provided three cheques that actually show that they were not honoured by the bank.
- It was not her responsibility to ensure that the landlord got his mail and therefore she should not be held liable for any fines from the strata that resulted.

The respondent believes this application should be dismissed in full, and that her full security deposit should be returned.

In response to the tenant's testimony the applicant testified that:

- He never signed a new tenancy agreement or inserted the tenant's boyfriend's name into her tenancy agreement, and that the document is a forgery and has been altered by the tenant or her ex-boyfriend.

## Analysis

It is my decision that the tenant has not shown that the landlord ever agreed to change the tenancy agreement to remove her as the tenant and insert her ex-boyfriend.

I have examined the document in question and although it has been altered to have the applicant's name removed and her ex-boyfriend's name inserted, I am not convinced that this has been done with the landlord's knowledge or agreement. The signature that has been written under the change does not resemble in any way the landlord's signature.

Therefore it is my decision that this tenancy continued with the respondent still liable as the tenant. I therefore allow a portion of the landlords claim for outstanding rent. I have not allowed the full amount claimed because the evidence supplied by the landlord does not support his claim.

The landlord has supplied photo copies of five cheques that were issued to him by the tenant's ex-boyfriend however out of those five cheques there are only three that have been stamped by the bank to indicate that they were not honoured by the bank. Those three cheques total \$4050.00 and therefore that is the amount that I will allow for outstanding rent.

I deny the remainder of the landlords claim for lack of evidence. The landlord has supplied no evidence to show that he has paid any fines to the strata, that he has paid a fee for a locker rental or that he has paid any cleaning charges.

I will allow \$50.00 of the filing fee the landlord paid for his application for dispute resolution. I will not allow the full \$100.00 because the amount of the total claim that I have allowed is less than the amount at which the fee goes from \$50.00 to \$100.00.

## Conclusion

I have allowed a total of \$4100.00 of the applicant's claim. I therefore order that the landlord may retain the full security deposit plus interest:

\$804.39

I further Order that the Respondent pay to the Applicant the following amount:

\$3295.61

The remainder of the applicants claim is dismissed without leave to reapply.

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: June 30, 2010.

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Dispute Resolution Officer